

Next scheduled Committee Meeting will be held in the Multi-Purpose Room, 201 Spring Street, Springdale, Arkansas

- The next Committee meeting To be determined
 - Committee agendas will be available on Friday, August 30, 2019.

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 27th, 2019**

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Jeff Watson

6:00 p.m. **OFFICIAL AGENDA**

1. *Large Print* agendas are available.
2. Call to Order – Mayor Doug Sprouse
3. Roll Call – Denise Pearce, City Clerk

Recognition of a Quorum.
4. Comments from Citizens

The Council will hear brief comments from citizens during this period on issues not on the Agenda. No action will be taken tonight. All comments will be taken under advisement.
5. Approval of Minutes – August 13th, 2019
6. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers. 7A-B, 8A, 9A-B, & 12. Motion must be approved by two-thirds (2/3) of the council members*).
7. Planning Commission Report and Recommendation by Patsy Christie Director of Planning and Community Development:
 - A. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) and declaring an emergency (3565 Gum Lane - 2 acres).
 - B. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) and declaring an emergency (Washington County Parcel #815-29339-121 - South of E. Don Tyson Parkway - 3 acres).
 - C. **A Resolution** approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Karen Hamilton in connection with a single family dwelling at 3565 Gum Lane.
 - D. **A Resolution** approving a Conditional Use for Lori Bolen for Parcel #815-29339-121 as set forth in Ordinance No. 4030 (South of E. Don Tyson Parkway).
8. Ordinance Committee Report and Recommendations by Chairman Mike Overton:
 - A. **An Ordinance** amending various provisions of the Code of Ordinances of the City of Springdale, Arkansas; to make technical corrections; to declare an emergency; and for other purposes.

9. Finance Committee Report and Recommendations by Chairman Jeff Watson:
 - A. **An Ordinance** to waive competitive bidding for the purchase of employee insurance coverage. It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval.
 - B. **An Ordinance** authorizing the Mayor and City Clerk to enter into an agreement with Burton Cemetery Service for the care and maintenance of Bluff Cemetery; to waive competitive bidding; to declare an emergency, and for other purposes.
 - C. **A Resolution** accepting the guaranteed maximum price for the construction of Springdale's Animal Shelter (Project No. 18BPA1).
10. Parks and Recreation Committee Report and Recommendations by Chairman Mike Lawson:

A Resolution appropriating funds for the Parks and Recreation Department (Project No. 1BPP5) (Pertaining to the installation of netting and lighting at two indoor soccer fields at the Parks and Recreation Center).
11. Street and CIP Committee Report and Recommendations by Chairman Rick Evans:

A Resolution authorizing the Mayor and City Clerk to enter into a Railroad Crossing Easement Agreement and Railroad Crossing Cost Agreement with the Arkansas & Missouri Railroad Company (AMRR) as part of the Maple Avenue Extension (project 18BPS2).
12. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Washington County, Arkansas. Presented by City Attorney Ernest Cate (307 S. Cleveland St. and E. Emma Avenue).
13. Comments from Department Heads.
14. Comments from Council Members.
15. Comments from City Attorney.
16. Comments from Mayor. *Committee Meeting 9/2 - Holiday?*
17. Adjournment.

The City Council of the City of Springdale met in regular session on Tuesday, August 13, 2019, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Amelia Williams	Ward 3
Jeff Watson	Ward 3 (Absent)
Mike Overton	Ward 2
Colby Fulfer	Ward 1
Mike Lawson	Ward 4
Rick Evans	Ward 2
Brian Powell	Ward 1
Kathy Jaycox	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Mike Irwin	Fire Chief
Mike Peters	Police Chief
Patsy Christie	Planning Director
Wyman Morgan	Director of Financial Services
Chad Wolf	Parks & Recreation Director
Ashley Earhart	Public Relations Director
Brad Baldwin	Eng. & Public Works Director
Ron Findley	Neighborhood Services Director
Marcia Ransom	Library Director

APPROVAL OF MINUTES

Council Member Evans moved the minutes of the July 23, 2019 City Council meeting be approved as presented. Council Member Jaycox made the second.

There was a voice vote of all ayes and no nays.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Evans made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Jaycox made the second.

The vote:

Yes: Powell, Jaycox, Williams, Overton, Fulfer, Lawson, Evans

No: None

ORDINANCE NO. 5404 – ACCEPTING THE FINAL PLAT OF THE TYSON HEIGHTS PHASE II SUBDIVISION AND DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Planning Director Patsy Christie presented an Ordinance accepting the Final Plat of the Tyson Heights Phase II Subdivision to the City of Springdale and declaring an emergency and for other purposes. The subdivision is located on the north side of East Don Tyson Parkway, west of George Anderson Road.

Planning Commission recommended approval of the plat.

After reading the title of the Ordinance, Council Member Evans moved the Ordinance “Do Pass”. Council Member Jaycox made the second.

The vote:

Yes: Jaycox, Williams, Overton, Fulfer, Lawson, Evans, Powell

No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Jaycox made the second.

The vote:

Yes: Williams, Overton, Fulfer, Lawson, Evans, Powell, Jaycox

No: None

The Ordinance was numbered 5404.

ORDINANCE NO. 5405 – AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, THE DOWNTOWN DISTRICT FORM BASED CODE; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Planning Director Patsy Christie presented an Ordinance amending Chapter 32 of the Code of Ordinances of the City of Springdale, Arkansas, the Downtown District Form Based Code to make some needed revisions; declaring an emergency and for other purposes.

A public hearing was held at the August 6, 2019 Planning Commission meeting.

After reading the title of the Ordinance, Council Member Jaycox moved the Ordinance “Do Pass”. Council Member Evans made the second.

The vote:

Yes: Overton, Fulfer, Lawson, Evans, Powell, Jaycox, Williams

No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Jaycox made the second.

The vote:

Yes: Fulfer, Lawson, Evans, Powell, Jaycox, Williams, Overton,

No: None

The Ordinance was numbered 5405.

ORDINANCE NO. 5406 – AMENDING ARTICLE 11 (DEFINITIONS) OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Planning Director Patsy Christie presented an Ordinance amending Article 11 (Definitions) of the Zoning Ordinance of the City of Springdale, Arkansas; declaring an emergency and for other purposes.

Article 11 of the Zoning Ordinance of the City of Springdale, Arkansas, needs to be amended to replace, update, and modernize the various definitions.

A public hearing was held at the August 6, 2019 Planning Commission meeting.

After reading the title of the Ordinance, Council Member Jaycox moved the Ordinance “Do Pass”. Council Member Evans made the second.

The vote:

Yes: Lawson, Evans, Powell, Jaycox, Williams, Overton, Fulfer

No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Jaycox made the second.

The vote:

Yes: Evans, Powell, Jaycox, Williams, Overton, Fulfer, Lawson

No: None

The Ordinance was numbered 5406.

ORDINANCE NO. 5407 – AMENDING SECTION 2-157 OF THE SPRINGDALE
CODE OF ORDINANCES (PERTAINING TO COMPETITIVE BIDDING PROCESS)

Council Member Mike Overton presented an Ordinance amending Section 2-157 of the Springdale Code of Ordinances pertaining to the competitive bidding process.

Arkansas Statute § 19-11-249 allows for Cities to purchase commodities or services thru cooperative purchasing agreements, and the Springdale Code of Ordinances have not been amended to take advantage of this purchasing option. The amendment will read as follows:

Sec. 2-157. - Competitive bidding process.

Except as provided under A.C.A. § 14-58-104(a) and A.C.A. § 19-11-249, competitive bids are required when the purchase or contract exceeds the sum of \$20,000.00, and the mayor, or his duly authorized representative, shall invite competitive bids thereon by legal advertisement in a newspaper as required by law. Bids received pursuant to said advertisement shall be opened and read on the date set for receiving said bids, in the presence of the mayor, or his duly authorized representative. The contract shall be awarded to the lowest responsible bidder provided, however, the mayor, or his duly authorized representative, may reject any and all bids received. Further, nothing in this paragraph shall limit the city council's authority under state law to waive competitive bidding when the city council finds it is not feasible or practical and purchases of greater than \$20,000.00 at state bid prices shall be exempt from the provisions of this section. The terms of an existing contract may be renewed or extended without soliciting bids, pursuant to A.C.A. § 14-58-104(b), subject to city council approval.

After reading the title of the Ordinance, Council Member Evans moved the Ordinance “Do Pass”. Council Member Powell made the second.

The vote:

Yes: Powell, Jaycox, Williams, Overton, Fulfer, Lawson, Evans

No: None

The Ordinance was numbered 5407.

RESOLUTION NO. 75-19 – AUTHORIZING THE GRANT OF A UTILITY
EASEMENT TO OZARKS ELECTRIC ACROSS PROPERTY OWNED BY THE
CITY OF SPRINGDALE, ARKANSAS (PARCEL NO. 815-28663-004 AND PARCEL
NO. 815-28663-002, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS)

Council Member Mike Overton presented a Resolution authorizing the grant of a utility easement to Ozarks Electric across property owned by the City of Springdale, Arkansas (Parcel No. 815-28663-004 and Parcel No. 815-28663-002, Springdale, Washington County, Arkansas).

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE GRANT OF A UTILITY
EASEMENT TO OZARKS ELECTRIC ACROSS PROPERTY
OWNED BY THE CITY OF SPRINGDALE, ARKANSAS (PARCEL
NO. 815-28663-004 AND PARCEL NO. 815-28663-002,
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS).**

WHEREAS, the City of Springdale, Arkansas, owns two tracts of property known as Parcel No. 815-28663-004 and Parcel No. 815-28663-002, Springdale, Washington County, Arkansas ("the Property");

WHEREAS, Ozarks Electric currently has an electric transmission line across the Property, but is in need of a larger utility easement across the Property, as shown on the attached Exhibit "A";

WHEREAS, the utility easement is necessary for the construction of a new electric transmission line to enhance capacity in the area of the Property, and will be beneficial to future growth and development of the area; and

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached easement document when authorized to do so by Resolution approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the attached easement document granting a utility easement across the Property to Ozarks Electric.

PASSED AND APPROVED this ____ day of August, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Evans moved the Resolution be adopted. Council Member Jaycox made the second.

The vote:

Yes: Jaycox, Williams, Overton, Fulfer, Lawson, Evans, Powell

No: None

The Resolution was numbered 75-19.

RESOLUTION NO. 76-19 – AMENDING THE 2019 BUDGET OF THE FIRE DEPARTMENT TO PURCHASE AN AMBULANCE

Council Member Colby Fulfer presented a Resolution amending the 2019 Budget of the Springdale Fire Department to purchase an ambulance.

RESOLUTION NO. ____

A RESOLUTION AMENDING THE 2019 BUDGET OF THE CITY OF SPRINGDALE FIRE DEPARTMENT

WHEREAS, the Fire Department 2018 budget included funds for an ambulance that was not delivered and paid for until 2019, and

WHEREAS, the unspent funds from the 2018 budget were not included in the 2019 budget.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2019 budget of the City of Springdale Fire Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Fire	10106014228050	From Reserves	240,000	212,000		452,000

PASSED AND APPROVED this ____ day of August, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Jaycox moved the Resolution be adopted. Council Member Williams made the second.

The vote:

Yes: Williams, Overton, Fulfer, Lawson, Evans, Powell, Jaycox

No: None

The Resolution was numbered 76-19.

RESOLUTION NO. 77-19 – APPROPRIATING FUNDS FOR THE PARKS AND RECREATION DEPARTMENT (CIP#1904) PERTAINING TO INSTALLATION OF SYNTHETIC TURF

Council Member Mike Lawson presented a Resolution appropriating funds for the Parks and Recreation Department (CIP#1904) pertaining to installation of synthetic turf at the new Recreation Center.

A proposal of \$124,389 was received from Shaw Sports Turf through the contract with the Interlocal Purchasing System,

RESOLUTION NO. ____

A RESOLUTION APPROPRIATING FUNDS FOR THE PARKS AND RECREATION DEPARTMENT (CIP #1904)

WHEREAS, the City of Springdale is in the process of making improvements to the Parks & Recreation Center and desire to install synthetic turf on two soccer fields, and

WHEREAS, the City has received a proposal of \$124,389 from Shaw Sports Turf based on their contract with The Interlocal Purchasing System, and

WHEREAS, A.C.A § 19-11-249 states that "A public procurement unit may participate ina cooperative purchasing agreement for the acquisition of commodities or services".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated \$124,389 from the funds in the CIP Fund reserved for park land acquisition for the purchase of synthetic turf.

PASSED AND APPROVED this ____ day of August, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Council Member Evans moved the Resolution be adopted. Council Member Jaycox made the second.

The vote:

Yes: Overton, Fulfer, Lawson, Evans, Powell, Jaycox, Williams

No: None

The Resolution was numbered 77-19.

RESOLUTION NO. 78-19 – ACCEPTING THE GUARANTEED MAXIMUM PRICE
FOR CONSTRUCTION OF THE SHAW FAMILY PARK

Council Member Mike Lawson presented a Resolution accepting the guaranteed maximum price of \$10,708,989 from Milestone Construction Company LLC.

RESOLUTION NO. ____

**A RESOLUTION ACCEPTING THE GUARANTEED MAXIMUM
PRICE FOR THE CONSTRUCTION OF SPRINGDALE'S SHAW
FAMILY PARK - PROJECT NO. 18BPP1 AND PROJECT NO.
18BS16**

WHEREAS, Arkansas Statute 19-11-801 provides for the employment of a construction manager for public improvement projects, and

WHEREAS, Shaw Family Park has been designed and bids taken from sub-contractors, and

WHEREAS, Milestone Construction Company, LLC has proposed a guaranteed maximum price of \$10,708,989 for the construction of Shaw Family Park, and

WHEREAS, \$9,785,763 will be paid from the 2018 Park Bond Construction Fund and \$923,226, that pertains to sidewalks/trails, will be paid from the 2018 Street Bond Construction

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR
THE CITY OF SPRINGDALE, ARKANSAS, that**

1. The City Council accepts the guaranteed maximum price of \$10,708,989 submitted by Milestone Construction for the construction of Shaw Family Park.
2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders do not exceed 10% of the guaranteed maximum price.

PASSED AND APPROVED this ____ day of August, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Jaycox moved the Resolution be adopted. Council Member Lawson made the second.

The vote:

Yes: Fulfer, Lawson, Evans, Powell, Jaycox, Williams, Overton

No: None

The Resolution was numbered 78-19.

RESOLUTION NO. 79-19 – AUTHORIZING CONTRACT EXECUTION WITH TIME STRIPING INC. FOR STREET STRIPING SERVICES

Council Member Rick Evans presented a Resolution authorizing contract execution with Time Striping Inc. for street striping services in the amount of \$69,443.00. The striping is for Huntsville Avenue and a portion of Don Tyson Parkway between Thompson and Turner Street. The funds for striping work were approved in the 2019 Public Works budget.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING CONTRACT EXECUTION FOR STREET STRIPING SERVICES

WHEREAS, a request for bids was advertised and competitive bids were received on July 26, 2019; a copy of the single responsive bid received is attached, and

WHEREAS, Time Striping, Inc., submitted the lowest bid in the amount of \$69,443, and

WHEREAS, the funds for striping work were approved in the 2019 Public Works budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Time Striping, Inc., for thermoplastic pavement markings in the amount of \$69,443.00.

Section 2. The Mayor is authorized to approve change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this ____ day of August, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Council Member Jaycox moved the Resolution be adopted. Council Member Powell made the second.

The vote:

Yes: Lawson, Evans, Powell, Jaycox, Williams, Overton, Fulfer

No: None

The Resolution was numbered 79-19.

RESOLUTION NO. 80-19 – AUTHORIZING THE CITY ATTORNEY TO SETTLE A
CONDEMNATION LAWSUIT WHEREIN DAVID MANCIA IS DEFENDANT –
PROPERTY LOCATED AT 815 E. EMMA AVENUE

Council Member Rick Evans presented a Resolution authorizing the City Attorney to settle a condemnation lawsuit where David Mancía is the defendant. The City of Springdale filed a lawsuit against David Mancía to condemn a tract of land located at 815 East Emma Avenue for the Springdale Airport Expansion Project. The sum of \$103,000.00 was deposited into the Registry of the Court as estimated just compensation. David Mancía has provided two appraisals for the property, the first being for \$214,000.00, and the second being for \$141,000.00, and has extended an offer to settle the condemnation lawsuit for the total sum of \$141,000.00. The additional \$38,000.00 will be paid from Capital Improvement Funds.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO
SETTLE A CONDEMNATION LAWSUIT WHEREIN DAVID
MANCIA IS DEFENDANT**

WHEREAS, the City of Springdale filed a lawsuit against David Mancía to condemn a tract of land located at 815 East Emma Avenue for the Springdale Airport Expansion Project;

WHEREAS, the City of Springdale deposited the sum of \$103,000.00 into the Registry of the Court as estimated just compensation for the subject property;

WHEREAS, David Mancía has provided two appraisals for the property, the first being for \$214,000.00, and the second being for \$141,000.00, and has extended an offer to settle the condemnation lawsuit for the total sum of \$141,000.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$38,000.00 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

WHEREAS, the Springdale Airport Commission has recommended approval of this settlement, and this is the last remaining case that is pending for this project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the David Mancía condemnation lawsuit for the total sum of \$141,000.00, with the amount of \$38,000.00 to be paid from Capital Improvement Funds.

PASSED AND APPROVED this ____ day of AUGUST, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Council Member Jaycox moved the Resolution be adopted. Council Member Evans made the second.

The vote:

Yes: Evans, Powell, Jaycox, Williams, Overton, Fulfer, Lawson

No: None

The Resolution was numbered 80-19.

RESOLUTION NO. 81-19 – AFFIRMING THE CITY OF SPRINGDALE'S
COMMITMENT TO LIFE AND DESIGNATING THE CITY OF SPRINGDALE,
ARKANSAS, AS A PRO-LIFE CITY

Council Member Colby Fulfer presented the following Resolution affirming the City of Springdale's commitment to life and designating the City of Springdale, Arkansas, as a Pro Life City.

Mr. Fulfer explained that the Planned Parenthood's facility lease was not renewed in Fayetteville. They are looking for a new location somewhere in Northwest Arkansas. He felt like there needed to be a resolution confirming that Springdale is Pro Life from beginning to end as stated in the Resolution. The Resolution bans no one from making a personal choice. As Planned Parenthood looks, he would like for them to know that Springdale is probably the city that would be the most difficult for them to find a location.

RESOLUTION NO. ____

**A RESOLUTION AFFIRMING THE CITY OF SPRINGDALE'S
COMMITMENT TO LIFE AND DESIGNATING THE CITY OF
SPRINGDALE, ARKANSAS, AS A PRO-LIFE CITY**

WHEREAS, we are granted inalienable rights by our Creator, among them being life, liberty and the pursuit of happiness, and these inalienable rights have been clearly stated and implemented throughout our Nation's history, most notably in the Declaration of Independence;

WHEREAS, denying the right to life of a created being is to deny liberty, the pursuit of happiness and all other unalienable rights;

WHEREAS, equality takes on its greatest form at the point of creation;

WHEREAS, the City of Springdale places the highest value on each individual's right to life;

WHEREAS, the General Assembly of the State of Arkansas has repeatedly affirmed its commitment to life, evidenced by legislation it has passed over time, including but not limited to:

- Act 1696 of 2005 – The Unborn Child Pain Awareness and Prevention Act
- Act 301 of 2013 – The Arkansas Human Heartbeat Protection Act
- Act 1086 of 2015 – The Woman's Right-to-Know Act
- Act 45 of 2017 – The Unborn Child Protection from Dismemberment Abortion Act
- Act 392 of 2017 – The Born-Alive Infant Protection Act
- Act 733 of 2017 – The Sex Discrimination by Abortion Prohibition Act
- Act 493 of 2019 - The Cherish Act
- Act 619 of 2019 - The Down Syndrome Discrimination by Abortion Prohibition Act
- Act 653 of 2019 – The Prohibition of Public Funding of Human Cloning and Destructive Embryo Research Act

WHEREAS, the City of Springdale affirms the value of human life at every stage; and

WHEREAS, the City of Springdale affirms its commitment to life, evidenced by its dedication to educate every child, provide economic opportunity for personal gain, welcoming of non-profit entities that provide care and assistance toward the well-being of

everyone, and its financial commitment to the Springdale Senior Center which cares for our senior citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that based on the foregoing, the City of Springdale, Arkansas hereby recognizes and designates itself as Arkansas’s first Pro Life City.

PASSED AND APPROVED this ____ day of August, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

Council Member Powell moved the Resolution be adopted. Council Member Overton made the second.

Mayor Sprouse opened up the meeting for public comments.

Twenty-eight people spoke and expressed their opinion on this Resolution, there being 14 for it and 14 against it. (The audio/video tape is on file in the City Administration Building)

Mayor Sprouse explained his beliefs and feelings regarding this Resolution.

Council Member Jaycox explained her beliefs also but her problem is she doesn't think the city council has any responsibility to divide the city between Pro Life and Pro Choice.

The vote:

Yes: Powell, Williams, Overton, Fulfer, Lawson, Evans

No: Jaycox

The Resolution was numbered 81-19.

PUBLIC INPUT SESSION

Public Relations Director Ashley Earhart announced there will be a public input session on the Luther George Park makeover this Thursday, August 15, 2019 at 5:30 p.m. at the Shiloh Meeting Hall.

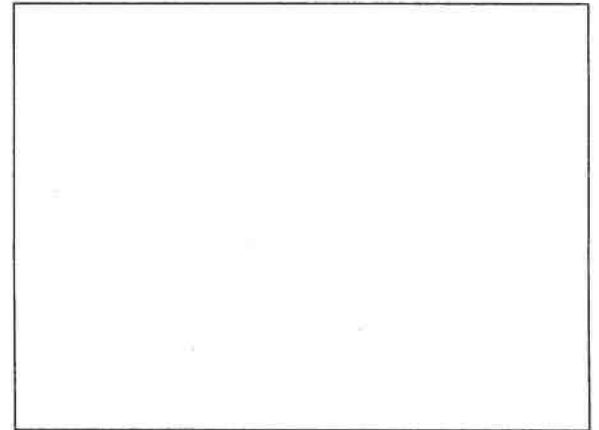
ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Jaycox made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 7:35 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of August 6, 2019 for hearing the matter of a petition of Karen J. Hamilton, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2).

Layman's Description: 3565 Gum Lane

Legal Description: Part of the southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Seventeen (17) Township Seventeen (17) North, Range Twenty-nine (29) West, Washington County, Arkansas, described as follows: Beginning at a point 520 feet South and 640 feet East of the Northwest corner of said forty acre tract; thence East 334 feet, thence North 260 feet, thence West 334 feet, thence South 260 feet to the point of beginning.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019

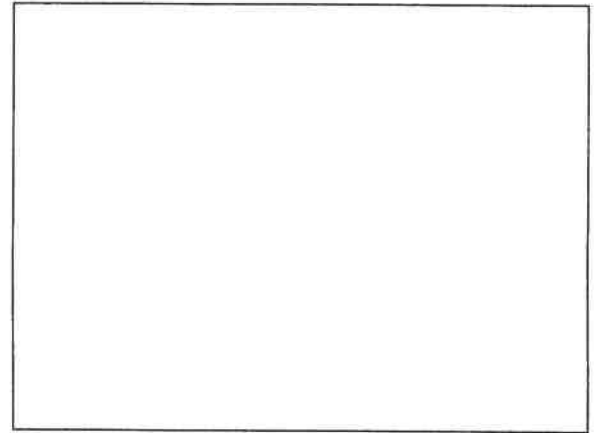
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of August 6, 2019 for hearing the matter of a petition of Lori Bolen, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2).

Layman's Description: Washington County Parcel #815-29339-121

Legal Description: A part of the NE 1/4 of the NE 1/4 of Section 13, T17N, R30W in Washington County, Arkansas and being described as follows: Commencing at the NE Corner of said NE 1/4, NE 1/4, thence N87° 39' 09" W 164.99 feet to the POINT OF BEGINNING thence S02° 14' 01" W 792.30 FEET, THENCE N87° 45' 24" W 165.01 feet, thence N02° 14' 01" E 791.51 feet, thence S88° 01' 57" E 165.01feet to the POINT OF BEGINNING: Containing 3 acres more or less subject to easements and right of way of record.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY

OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

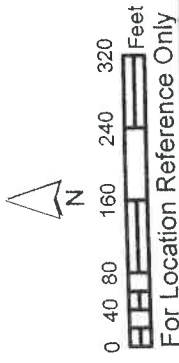
APPROVED AS TO FORM:

Ernest Cate, City Attorney



PLANNING COMMISSION MEETING
August 6, 2019

FILE NO. R19-24
APPLICANT: Lori Bolen
REQUEST: Rezoning - (Parcel # 815-29339-121) - A-1 to SF-2



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO KAREN HAMILTON IN CONNECTION WITH A SINGLE FAMILY DWELLING AT 3565 GUMM LANE

WHEREAS, Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, sidewalks in connection with a single family dwelling for Karen Hamilton and the Planning Commission recommends approval of the waiver request subject to a Bill of Assurance.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

Option 1: Grants a waiver of street improvements to Gum Lane including drainage improvements related thereto, sidewalks in connection with a single family dwelling for Karen Hamilton.

Option 2: Denies a waiver of street improvements to Gum Lane including drainage improvements related thereto, sidewalks in connection with a single family dwelling for Karen Hamilton.

Option 3: Approves payment in lieu of improvements to Gum Lane connection with a single family dwelling for Karen Hamilton with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to Gum Lane including drainage improvements related thereto, sidewalks to be built in connection with a single family dwelling for Karen Hamilton.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

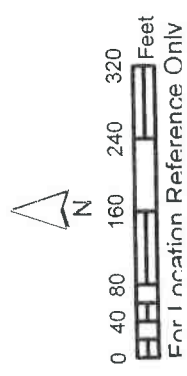
APPROVED AS TO FORM:

Ernest Cate, City Attorney



PLANNING COMMISSION MEETING
August 6, 2019

FILE NO. R19-23
APPLICANT: Karen J. Hamilton
REQUEST: Rezoning - 3565 Gum Lane - A-1 to SF-2



RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE FOR
LORI BOLEN FOR PARCEL #815-29339-121 AS SET
FORTH IN ORDINANCE NO. 4030**

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on August 6, 2019, on a request by Lori Bolen for a tandem lot split in an Agricultural District (A-1).

WHEREAS, following the public hearing the Planning Commission by a vote of seven (7) yeas and zero (0) nays.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Lori Bolen for a tandem lot split in an Agricultural District (A-1) for parcel #815-29339-121.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

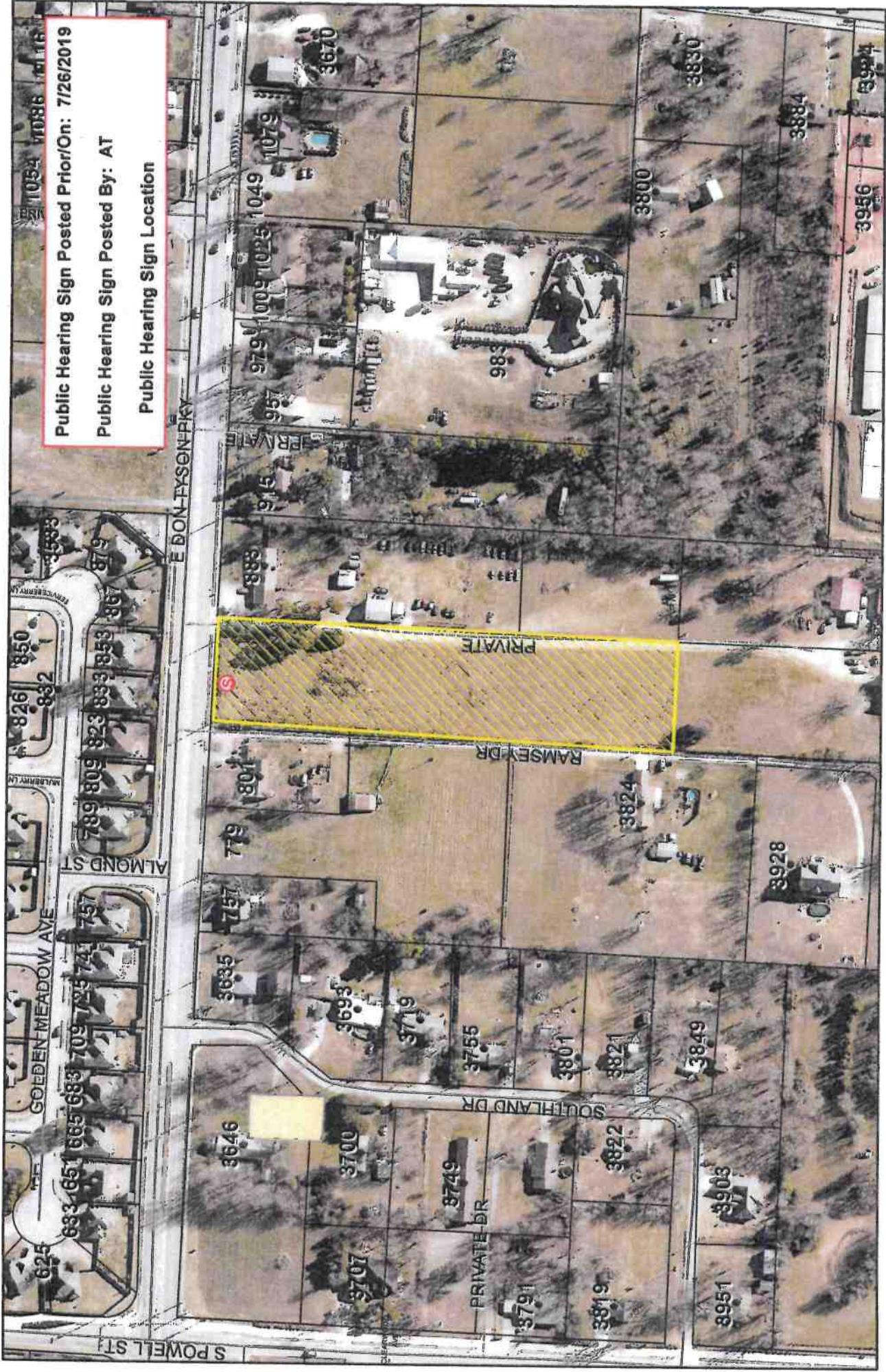
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

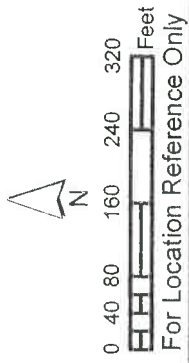
APPROVED AS TO FORM:

Ernest Cate, City Attorney



PLANNING COMMISSION MEETING
August 6, 2019

FILE NO. C19-14
APPLICANT: Lori Bolen
REQUEST: Conditional Use - (Parcel # 815-29339-121) -
Tandem Lot Split



ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; TO MAKE TECHNICAL CORRECTIONS; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 70 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to "Municipal Court" in the City of Springdale;

WHEREAS, Chapter 70 of the Code of Ordinances of the City of Springdale is in need of revision, as Arkansas law has changed regarding the creation, existence, and duties of "municipal courts", and has instead established State District Courts;

WHEREAS, several other provisions of the Code of Ordinances of the City of Springdale, Arkansas, need to be amended to make reference to the correct court of law;

WHEREAS, it is in the best interests of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend various provisions of the Code of Ordinances of the City of Springdale, Arkansas, to make technical corrections to references to various courts of law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS:

Section 1: Section 1-10 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 1-10. - Fines may be paid by work, when; procedure.

Fines imposed for violation of ordinances of the city may be discharged by the offender working out the same upon the streets, alleys or other improvements of the city under the direction of the chief of police or such person as the council may direct and under sufficient guards. Only prisoners confined in the city or county jail by sentence of the ~~municipal~~ district court may be taken out and required to work out the amount of all fines, penalties, forfeitures and costs imposed on him in the ~~municipal~~ district court, and when any such person shall be allowed or taken out to work as above provided, an accurate account shall be kept by the chief of police of the names of all such persons, and the number of days worked by each, and each shall have his discharge when by his number of days worked he shall become entitled thereto.

Section 2: Section 2-27 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 2-27. - Same—Conduct of spectators, preservation of order.

- (a) It shall be the duty of the chief of police to be present and on official duty at all special and regular meetings of the city council.
- (b) Except during such periods of time at such meetings as the city council shall set aside for public discussion, it shall be unlawful for any person present as a spectator to interrupt or disturb the proceedings in any manner by voice, actions or otherwise.

- (c) During periods set aside for public discussion of any nature, any person desiring to speak shall secure the permission of the presiding officer by first silently raising his hand and being recognized. The use of profanity, obscene language, threats or any violent or abusive conduct by any person shall constitute a violation of this section.
- (d) It shall be the duty of the chief of police, upon the order of the presiding officer at any such meeting to forcibly, if necessary, evict any person violating the provisions of this section from the council meeting hall. Any such violation shall subject the offender, upon conviction thereof before the municipal district court, to a fine and/or imprisonment as prescribed by section 1-9.

Section 3: Section 34-2 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 34-2. - Referendum petitions.

- (a) *Filed with city clerk.* All referendum petitions under amendment no. 7 to the constitution of the state shall be filed with the city clerk within 30 days after the passage of such ordinance.
- (b) *Publication of notice.* Whenever a referendum petition is filed the city council shall give notice by publication for one insertion of a time not less than five days after the publication of the notice at which it shall hear all persons who wish to be heard on the question whether the petition is signed by the requisite number of petitioners. At the time named, the city council shall meet and hear all who wish to be heard on the question, and its decision shall be final, unless suit is brought in the chancery circuit court of the county within 30 days to review its action.
- (c) *Special election.* If the city council finds that the petition is signed by the requisite number of petitioners, it shall order a special election to determine by a vote of the qualified electors whether the ordinance shall stand or be revoked. The date for such election shall be not less than ten days after the order therefor has been made by the council, and such election shall be had and conducted as a general municipal election held in the city.
- (d) *Defeated petitions.* If an ordinance referred to the people is defeated at the polls, the city council shall make note of the fact and shall expunge the ordinance from its files by erasing same with red ink.

Section 4: Chapter 70 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

~~Sec. 70-1. - Created.~~

~~Pursuant to the provisions of Act 60 of 1927, and Acts amendatory thereto (A.C.A. § 16-17-204 et seq.) there is created and established in the city a corporation court to be styled "The Municipal Court of Springdale, Arkansas," which shall be conducted in all respects in compliance with the provisions of such Acts.~~

Sec. 70-2. - Municipal District court clerk.

The clerk of the municipal court Washington County District Court, Springdale Department, shall be appointed by the municipal district judge presiding over the court, and The clerk of this court shall file such bond and have such duties as provided by law.

Sec. 70-3. - Taxing costs.

The ~~municipal district~~ court shall tax the costs provided by law in cases arising under violations of city ordinances or state laws and costs so collected shall be kept in a separate account by the clerk and accounted for and paid over to the city treasury or proper recipient in the manner provided by law, this Code or ordinances of the city.

~~**Sec. 70-4. - Additional court costs - Imposition.**~~

~~Any person who pleads guilty or nolo contendere or is found guilty of driving while intoxicated or driving while impaired shall pay as an additional court cost, the sum of \$250.00.~~

~~**Sec. 70-5. - Same - Disposition of proceeds.**~~

~~All moneys received from the additional court costs imposed by the provisions of section 70-4 on persons who plead guilty or nolo contendere to, or are found guilty of, driving while intoxicated or driving while impaired shall be remitted at least quarterly, by January 1, April 1, July 1 and October 1 of each year, to the director of the department of finance and administration. The city shall retain for its use and benefit \$100.00 of the amount.~~

~~**Sec. 70-6. - Same - Police officers' retirement fund.**~~

~~For the purpose of providing for the payment of certain court costs to be used for the state police officers' retirement fund, to provide for the payment of certain court costs to be used for police officers' pension and relief funds; and for other purposes, A.C.A. § 16-92-110, is hereby approved, adopted and incorporated as fully as if set out at length herein, and the provisions thereof shall be controlling within the limits of the city.~~

~~**Sec. 70-7. - Same - Additional costs in moving traffic violations.**~~

~~The provisions of A.C.A. § 16-92-116 shall be complied with and additional costs are hereby levied in the amount of \$1.00 for each judgment of conviction, plea of guilty or nolo contendere, bond forfeiture in misdemeanor cases and moving traffic violations.~~

~~**Sec. 70-8. - Postponement or suspension of sentences.**~~

~~The judge of the municipal court shall have the power to postpone or suspend sentences in misdemeanor cases as is conferred upon the circuit court judges of the state.~~

Sec. 70-9. - Defendant fines.

- (a) There is hereby levied a sum of \$20.00 from each defendant upon each conviction, each plea of guilty or nolo contendere, or each bond forfeiture in all cases in the first class of accounting records as described in A.C.A. § 16-17-707.
- (b) Said additional sum shall be collected by the Clerk of the Springdale District Court and shall be paid into the city treasury to be deposited into a fund to be used exclusively to help defray the cost of incarcerating city prisoners, including the construction and maintenance of the city jail and payments to other entities for incarcerating city prisoners.

Sec. 70-10. - Collection of fines assessed in the district court.

The Springdale District Court Clerk is hereby designated as the person primarily responsible for the collection of fines assessed in the District Court for the City of Springdale, Arkansas.

Section 5: All other provisions of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

Section 6: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR THE PURCHASE OF EMPLOYEE
INSURANCE COVERAGE**

WHEREAS, the City of Springdale has provided health insurance for its employees through Arkansas Blue Cross Blue Shield since January 1, 2007, and

WHEREAS, Arkansas Blue Cross Blue Shield has proposed to continue coverage for City of Springdale employees with no increase in the premium, and

WHEREAS, the rates for dental insurance with Delta Dental will remain the same, and

WHEREAS, there is no change in the rate for vision insurance or life and AD&D insurance or long term disability, and

WHEREAS, Arkansas Code 14-58-303 states, "The governing body, by ordinance, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical";

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. This Council finds that due to the complexity of employee insurance competitive bidding is not feasible or practical in the purchase of health, vision insurance, dental insurance or life and AD&D insurance and long term disability insurance needed by the City of Springdale and competitive bidding on the purchase of these employee benefits for the year of 2020 is hereby waived with the provision that the providers and insurance monthly premiums will be those as reflected on the attached data sheet.

Section 2. The City's 2020 contribution into the employees' health savings account will be made in two equal payments with the first payment in January and the second payment in July.

Section 3. Emergency Clause. It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval.

PASSED AND APPROVED this 27th day of August, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

2020 HEALTH BENEFITS PROPOSAL

Health Insurance - Blue Cross Blue Shield

	2020			2020	
	2019 Rates	Proposed Mo. Rates		2019 Rates	Proposed Mo. Rates
PPO - CoPay Plan			HDHP Plan w/H.S.A.		
Employee Only	\$483.44	\$483.44	Employee Only	\$363.24	\$363.24
Employee/Spouse	\$965.81	\$965.81	Employee/Spouse	\$725.66	\$725.66
Employee/Child(ren)	\$868.78	\$868.78	Employee/Child(ren)	\$652.76	\$652.76
Family	\$1,327.99	\$1,327.99	Family	\$997.78	\$997.78

Dental Insurance - Delta Dental

	2020	
	2019 Rates	Proposed Mo. Rates
Employee Only	\$29.56	\$29.56
Employee/Spouse	\$61.66	\$61.66
Employee/Child(ren)	\$55.44	\$55.44
Family	\$94.20	\$94.20

Vision Insurance - VSP

	2020	
	2019 Rates	Proposed Mo. Rates
Employee Only	\$6.26	\$6.26
Employee/Spouse	\$11.57	\$11.57
Employee/Child(ren)	\$12.51	\$12.51
Family	\$17.84	\$17.84

Mutual of Omaha - Life & LTD

Rates will remain the same for 2020.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BURTON CEMETERY SERVICE FOR THE CARE AND MAINTENANCE OF BLUFF CEMETERY; TO WAIVE COMPETITIVE BIDDING; TO DECLARE AN EMERGENCY, AND FOR OTHER PURPOSES.

WHEREAS, the City of Springdale Public Works Department currently has funds budgeted for the care and maintenance of Bluff Cemetery;

WHEREAS, the City Council for the City of Springdale, Arkansas, believes it would be a more efficient use of the Public Works budget to contract out the care and maintenance of Bluff Cemetery;

WHEREAS, Burton Cemetery Service has provided the Public Works Department with a proposal pertaining to the care and maintenance of Bluff Cemetery, including weekly maintenance, mowing, trimming, removal of trash and debris, general upkeep, and the opening and closing of graves;

WHEREAS, Ark. Code Ann. §14-58-103 provides that "The governing body, by ordinance, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical";

WHEREAS, the City of Springdale Public Works Department has determined that Burton Cemetery Service is uniquely qualified to provide these services, and that it is in the best interests of the citizens of the City of Springdale, Arkansas, to waive competitive bidding for the care and maintenance of Bluff Cemetery.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS:

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Burton Cemetery Service for the care and maintenance of Bluff Cemetery, with the costs thereof to be paid from previously budgeted funds of the City of Springdale Public Works Department, a copy of said Agreement being attached hereto and incorporated herein by reference;

Section 2: That competitive bidding is not deemed feasible or practical for the reasons previously stated herein, and is therefore waived.

Section 3: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019, by and between the City of Springdale, Arkansas ("the City"), and Burton Cemetery Service ("BCS");

WITNESSETH:

WHEREAS, the City is responsible for the care, maintenance, and upkeep of Bluff Cemetery, and has appropriated funds in the Public Works Department budget for this purpose;

WHEREAS, the City believes it would be a more efficient use of the Public Works budget to contract out the care and maintenance of Bluff Cemetery;

WHEREAS, the City believes it would be in the best interests of Bluff Cemetery to grant exclusive rights for the opening and closing of graves therein;

WHEREAS, BCS has agreed to provide for the care, maintenance, and upkeep of Bluff Cemetery, subject to the terms of this Agreement;

WHEREAS, BCS has agreed to be the sole provider to open and close graves in Bluff Cemetery, subject to the terms of this Agreement, and subject to the price list attached to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and BCS hereto mutually agree as follows:

1. **Term:** The initial term of this Agreement shall be for a period of one (1) year from the date of this Agreement. This Agreement shall automatically renew for successive one (1) year terms, unless either party shall provide written notice to the other of its intent not to renew this Agreement, said notice must be given at least sixty (60) days prior to the expiration of the current one (1) year term. Unless otherwise agreed to by the parties, a renewal of this Agreement shall be upon the same terms and conditions as stated herein.

2. **Cemetery Maintenance:** BCS agrees to provide the following maintenance to Bluff Cemetery during the term of this Agreement:

- (a) Remove dead flowers, tree branches, trash and debris from the cemetery weekly;
- (b) Add topsoil and level graves that have settled and rutting as needed;
- (c) Notify Public Works of issues that arise at the cemetery as needed;
- (d) Provide continuous upkeep of the cemetery to a park-like standard;
- (e) Mow and trim the entire cemetery once a week during the 28 week grass growing season;
- (f) Identify any damage to graves and headstones and work with the City to seek restitution from the party causing the damage.

3. **Compensation:** In exchange for the cemetery maintenance provided by BCS, the City agrees to compensate BCS as follows:

- (a) General upkeep of the cemetery - \$100.00/week;
- (b) Mowing and trimming of the cemetery - \$1150.00/week during the 28 week mowing season;
- (c) Each extra mowing after 28 weeks - \$1150.00 per occurrence.

BCS shall invoice the City on a monthly basis during the term of this Agreement and any renewals thereof.

4. **Exclusive Right to Open/Close Graves:** During the term of this Agreement, or any renewals thereof, the City grants BCS the exclusive right to perform grave opening and closing services. Grave opening and closing services will be at the rates shown on the price sheet attached hereto as Exhibit "A" and incorporated herein by reference, and will be billed directly by BCS to funeral clients, and not to the City.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party. If any work or service is in progress but not completed as of the date of termination, then this Agreement will be extended said work or services are completed and accepted. The thirty (30) day advance notice requirement is waived in the event of termination for cause. In the event the City does not appropriate or otherwise make available funds to support the continuation of this Agreement, this Agreement shall be cancelled at the discretion of the City.

6. **Notice:** The written notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, with a copy to be sent via regular mail and via email, to the parties as follows:

If to City: Mayor Doug Sprouse
201 Spring Street
Springdale, AR 72764
dsprouse@springdalear.gov

If to BCS: Burton Cemetery Service
683 Madison 8105
Hindsville, AR 72738
_____ (email)

7. **Reservation of Rights:** The City reserves the right to authorize the services of another cemetery service to open or close any grave in the event of emergency, exigent circumstances, or upon the nonperformance or negligence of BCS of any of the provisions of this Agreement.

8. **Liability Insurance:** BCS agrees to maintain, at all times herein, a policy of liability insurance in such an amount as is sufficient to reimburse the City for any losses or damages it may incur at Bluff Cemetery as a result of BCS' negligence or other actions. BCS shall provide the City a copy of such policy upon demand by the City.

9. **Indemnity:** BCS agrees to defend and hold the City harmless for any actions, damages, causes of action, or other actions resulting from BCS activities in Bluff Cemetery. BCS acknowledges that the City has statutory tort immunity, and nothing in this Agreement shall be construed to limit or waive the City's statutory tort immunity.

10. **Modification/Amendment:** This Agreement, including the price sheet attached hereto, shall only be amended or modified upon the mutual written consent of the City and BCS.

IN WITNESS WHEREOF, the City and BCS have executed this Agreement by their respective authorized representatives.

CITY OF SPRINGDALE, ARKANSAS

BY: _____
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

BURTON CEMETERY SERVICE

BY: _____

Exhibit "A"

Burton Cemetery Service price sheet

Open and close full size grave over 4 foot long.....	\$400.00
Open and close infant grave.....	\$150.00
Open and close for cremation.....	\$150.00
Double depth full size grave.....	\$1000.00
Dissenter **.....	\$1200.00
Jackhammer for rock, when needed.....	\$150.00/hour
Tent set up over graves excavated by BCS.....	\$250.00
Sundays and holidays charge double the above prices.....	
(New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas.)	

**A dissenter is when we have to dig up a vault that has already been buried

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING THE GUARANTEED
MAXIMUM PRICE FOR THE CONSTRUCTION OF
SPRINGDALE'S ANIMAL SHELTER
PROJECT NO. 18BPA1**

WHEREAS, Arkansas Statute 19-11-801 provides for the employment of a construction manager for public improvement projects, and

WHEREAS, Springdale's Animal Shelter has been designed and bids taken from sub-contractors, and

WHEREAS, Nabholz Construction Corporation has proposed a guaranteed maximum price of \$4,715,603 for the construction of Springdale's Animal Shelter.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS, that**

- 1. The City Council accepts the guaranteed maximum price of \$4,715,603 submitted by Nabholz Construction Corporation for the construction of Springdale's Animal Shelter.
- 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the guaranteed maximum price.

PASSED AND APPROVED this 27th day of August, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Amendment No. 1

TO AGREEMENT BETWEEN OWNER AND CONTRACTOR
City of Springdale Animal Shelter

Pursuant to Section 2.2 of the Agreement, dated December 20, 2017 between City of Springdale (Owner) and Nabholz Construction Services (the Contractor), for all work as outlined in the Contract Documents associated with City of Springdale Animal Shelter (the Project) as defined in the Construction Documents noted in the attached Exhibits, the Owner and Contractor establish a Guaranteed Maximum Price for the Work as set forth below.

ARTICLE I GUARANTEED MAXIMUM PRICE

The Contractor's Guaranteed Maximum Price for the construction of the Springdale Animal Shelter, including the estimated Cost of the Work as defined in Article 6 and the Contractor's Fee as defined in Article 5, is \$ 4,715,603. This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through B, as follows:

- Exhibit A Springdale Animal Shelter Final Pricing Summary on which the Guaranteed Maximum Price is based, 4 pages dated August 14, 2019.
- Exhibit B Springdale Animal Shelter Plans, 3 pages.
- Exhibit C Springdale Animal Shelter Specifications, 4 pages.

The information contained herein is considered confidential and proprietary and is being provided by Nabholz Construction specifically for the project noted and the exclusive use of the individual or firm that requested it. Any duplication, re-transmission or modification of any of the information is strictly prohibited without the written authorization of Nabholz Construction Services.

ARTICLE II CONTRACT TIME

The date of Substantial Completion established by this Amendment for the Springdale Animal Shelter will be 11 months from Notice to Proceed or from issuance of Building Permit, whichever is issued last.

OWNER

CONTRACTOR

(Signature)

(Signature)

(Printed name and title)

Rob Dodd, EVP of Operations
(Printed name and title)

(Date)

(Date)

(Attest)

(Attest)



Exhibit A

Springdale Animal Shelter
Springdale, AR
Final Pricing Summary

Pricing

Nabholz presents this Guaranteed Maximum Price dated August 14th, 2019 for the Springdale Animal Shelter. After compiling the lowest bids and applying appropriate insurances and fee Nabholz reports the Guaranteed Maximum Price to be \$4,715,603.

A detailed estimate, alternate pricing, unit costs, allowances, exclusions and the bid tabulation report are detailed on the following pages. Pricing is based on plans and specifications produced by SCM Architects dated June 21, 2019, Addendum 1 dated July 12th, 2019, Addendum 2 dated July 18th, 2019 and Addendum 3 received August 2nd, 2019.

Alternate Prices

Alternate Description	Amount
Bid Alternate #1 – Provide a proposed alternate cost difference to construct the building shell for the Clinic Space and Community Room.	ADD \$307,842
Bid Alternate #2 – Provide a proposed alternate cost difference to construct the finish-out of the interior space for the Clinic Space and Community Room.	ADD \$358,662

Pricing for bid Alternates 1 & 2 assumes that the work would be performed concurrently with the base bid animal shelter. The pricing does not include any additional mobilizations for Nabholz or subcontractors.

Unit Costs:

Unit Cost Description	Value
Undercut and remove from site existing unsuitable soils and replace with compacted fill, measured as in-place yardage	\$18/cuyd
Excavate unsuitable material under footings and replace with compacted fill bridge lift, measured as in-place yardage.	\$300/cuyd



Excavate and remove from jobsite mass rock quantity, measured as in-place yardage.	\$100/cuyd
Excavate and remove from jobsite trench rock quantity, measured as in-place yardage.	\$750/cuyd

Allowances

The allowance items listed below are included in the GMP amount. They are anticipated to be required for the construction of the shelter but the precise scope of work is unquantifiable until earthwork and foundations begin.

Allowance Description	Amount
Excavation of unsuitable soils beneath building pads and replacement with engineered fill.	\$30,000
Excavation of unsuitable soils beneath foundation footings and replacement with flowable fill.	\$41,250

Exclusions

The following items are not included in the Guaranteed Maximum Price and are assumed to be provided by the owner:

- Third party materials testing
- Relocation or removal of unforeseen utilities
- Access controls
- Security system
- Time clock system

PROJECT NAME Springdale Animal Shelter Bid Day
PROJECT LOCATION Springdale, AR
REVIEW DATE 7/23/2019
ARCHITECT SCM Architects
ESTIMATED DURATION 11 mnth
BUILDING SIZE 15,620 sf

Nabholz	Description	Grand Total Amount
	Building Costs	
01-0000	Final Cleaning	1,663
03-0010	Concrete	274,722
04-2000	Masonry	252,114
05-1205	Structural Steel Supply & Install	52,273
05-1950	Miscellaneous Metal Fabrications	45,752
06-1000	Wood Framing	337,560
07-1000	Waterproofing and Dampproofing	65,867
07-3100	Asphalt Shingles	30,108
07-4000	Metal Wall Panels	57,385
07-5000	Membrane Roofing, Metal Roofing & Sheet Metal	61,540
08-1113	Doors, Frames & Hardware Supply	107,445
08-1400	Doors, Hardware, Specialties Install	13,450
08-4100	Entrances & Storefronts	103,815
09-2116	Drywall	208,768
09-6200	Epoxy Flooring	59,064
09-6500	Commercial Flooring	46,718
09-9100	Painting & Wall Covering	147,717
10-1100	Premanufactured Canopies	18,748
11-2300	Residential Appliances	4,390
11-4000	Animal Equipment	428,464
12-2100	Blinds and Shades	1,870
12-3000	Millwork	43,883
21-0000	Fire Suppression	127,470
22-0000	Plumbing	310,244
23-0010	HVAC	386,792
26-1000	Electrical	264,573
99-0000	General Conditions	313,475
	Building Costs	3,765,870
	Earthwork, Utilities and Site Improvements	
31-0000	Earthwork and Site Prep	333,185
32-1216	Asphalt Paving	46,220
32-1723	Pavement Markings and Signage	2,856
32-3113	Fencing & Gates	114,959
32-9323	Landscaping	85,801
	Earthwork, Utilities and Site Improvements	583,021

PROJECT NAME *Springdale Animal Shelter Bid Day*
PROJECT LOCATION Springdale, AR
REVIEW DATE 7/23/2019
ARCHITECT SCM Architects
ESTIMATED DURATION 11 mnth
BUILDING SIZE 15,620 sf

Estimate Totals

Description	<u>Amount</u>	Totals
Job Cost Totals	4,188,560	4,188,560
Building Permit	<u>13,042</u>	
Permits	13,042	4,201,602
Insurances & Bond	<u>160,331</u>	
Insurances and Bond	160,331	4,361,933
Construction Manager Fee	<u>259,358</u>	
Construction Manager Fee	259,358	4,621,291
Contingency	<u>94,312</u>	
Contingency	94,312	4,715,603
Total		4,715,603

PROJECT CONFIDENTIAL

Property of Nabholz Construction Corporation Not for Duplication or Distribution

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EXHIBIT B

PROJECT INFO

T1.01 COVER SHEET
T1.02 INDEX OF DRAWINGS, GENERAL NOTES

CIVIL

C0.00 COVER
TS1.00 TOPOGRAPHIC SURVEY
C1.00 DEMOLITION PLAN
C2.00 SITE PLAN
C3.00 OVERALL GRADING & DRAINAGE PLAN
C3.01 GRADING PLAN - NORTH
C3.02 GRADING PLAN - SOUTH
C3.03 GRADING PLAN - INSET
C3.04 DRAINAGE PLAN - NORTH
C3.05 DRAINAGE PLAN - SOUTH
C4.00 EROSION CONTROL PLAN
C5.00 UTILITY PLAN
C6.00 OVERALL LANDSCAPE PLAN
C6.01 LANDSCAPE PLAN - NORTH
C6.02 LANDSCAPE PLAN - SOUTH
C6.03 LANDSCAPE NOTES AND DETAILS
C7.00 DETAIL SHEET I
C7.01 DETAIL SHEET II
C7.02 DETAIL SHEET III
C7.03 DETAIL SHEET IV
C7.04 DETAIL SHEET V
C7.05 DETAIL SHEET VI
C7.06 DETAIL SHEET VII
C7.07 DETAIL SHEET VIII
C7.08 CITY DETAILS I
C7.09 CITY DETAILS II

STRUCTURAL

S0.01 NOTES
S0.02 NOTES
S0.03 NOTES
S0.04 NOTES
S0.10 QUALITY ASSURANCE
S0.11 QUALITY ASSURANCE
S1.02 FRAMING PLAN - ANIMAL SHELTER
S1.03 FRAMING PLAN - KENNEL BUILDING
S1.04 SLAB ON GRADE SLOPES AND DRAINS
S1.05 SLAB ON GRADE SLOPES AND DRAINS
S2.02 ROOF FRAMING PLAN - ANIMAL SHELTER
S2.03 ROOF FRAMING PLAN - KENNEL BUILDING
S2.10 WALL ELEVATIONS
S3.00 FOOTING DETAILS
S3.01 SLAB ON GRADE DETAILS
S3.02 SLAB ON GRADE DETAILS
S3.03 TYPICAL CONCRETE DETAILS
S4.00 MASONRY WALL DETAILS
S4.01 MASONRY WALL DETAILS
S4.02 MASONRY WALL DETAILS
S5.00 STEEL DETAILS
S5.01 STEEL DETAILS
S6.00 TYPICAL WOOD FRAMING DETAILS
S6.01 TYPICAL WOOD FRAMING DETAILS

EXHIBIT B

S6.02 TYPICAL WOOD FRAMING DETAILS
S6.03 WOOD DETAILS
S6.04 WOOD DETAILS

ARCHITECTURE

A0.01 ARCHITECTURAL SITE PLAN
A0.02 SITE ELEVATIONS, SECTION AND DETAILS
A0.03 EMPLOYEE GATE PLANS AND DETAILS
A0.04 SITE WALL SECTIONS AND DETAILS
A1.01 FLOOR PLAN - OVERALL
A1.02 FLOOR PLAN - ANIMAL SHELTER
A1.03 FLOOR PLAN - KENNEL BUILDING
A2.01 DIMENSION PLAN - ANIMAL SHELTER
A2.02 DIMENSION PLAN - KENNEL BUILDING
A3.01 ANIMAL SHELTER EQUIPMENT PLAN AND SCHEDULE
A3.02 KENNEL EQUIPMENT PLAN, ELEVATIONS AND SHEDULE
A3.03 ENLARGED KENNEL PLANS AND SECTIONS
A3.04 KENNEL PLAN AND SECTION DETAILS
A3.05 PLAN DETAILS - ANIMAL SHELTER
A3.06 PLAN DETAILS - KENNEL BUILDING
A4.01 REFLECTED CEILING PLAN
A5.01 ROOF PLAN AND DETAILS
A6.01 EXTERIOR 3D VIEWS
A6.02 EXTERIOR BUILDING ELEVATIONS
A6.03 EXTERIOR BUILDING ELEVATIONS
A6.04 ELEVATION KEYNOTE LEGEND
A7.01 BUILDING SECTIONS
A7.02 BUILDING SECTIONS
A8.01 WALL SECTIONS AND DETAILS
A8.02 WALL SECTIONS AND DETAILS
A8.03 WALL SECTIONS AND DETAILS
A8.04 WALL SECTIONS AND DETAILS
A8.05 WALL SECTIONS AND DETAILS
A8.06 WALL SECTIONS AND DETAILS
A8.07 WALL SECTIONS AND DETAILS
A8.08 WALL SECTIONS AND DETAILS
A8.09 WALL SECTIONS AND DETAILS
A8.10 WALL SECTIONS AND DETAILS
A8.11 WALL SECTIONS AND DETAILS
A9.01 PARTITION SCHEDULE
A10.01 DOOR SCHEDULE, ELEVATIONS AND DETAILS
A10.02 DOOR AND WINDOW DETAILS
A10.03 DOOR AND WINDOW DETAILS
A11.01 WINDOW ELEVATIONS AND DETAILS
A12.01 FLOOR FINISH PLAN AND ROOM FINISH SCHEDULE
A13.01 INTERIOR ELEVATIONS AND DETAILS
A13.02 INTERIOR ELEVATIONS AND DETAILS
A13.03 INTERIOR ELEVATIONS AND DETAILS
A14.01 MILLWORK ELEVATIONS
A14.02 MILLWORK ELEVATIONS, SECTIONS AND DETAILS

PLUMBING

P0.01 PLUMBING LEGENDS, NOTES AND SCHEDULES
P0.02 PLUMBING SCHEDULES AND DETAILS
P1.01 PLUMBING DETAILS
P2.01 PLUMBING DRAIN PLAN - MAIN BUILDING
P2.02 PLUMBING DRAIN PLAN - STRAY AND ADOPTION WINGS
P2.03 PLUMBING DRAIN/VENT ISOMETRIC - MAIN BUILDING
P2.04 PLUMBING VENT ISOMETRIC - STRAY AND ADOPTION WING

EXHIBIT B

P3.01 PLUMBING SUPPLY PLAN - MAIN BUILDING
P3.02 PLUMBING SUPPLY PLAN - STRAY AND ADOPTION WINGS
P3.03 PLUMBING ROOF PLAN - MAIN BUILDING

MECHANICAL

M0.01 MECHANICAL SCHEDULES AND NOTES
M0.02 MECHANICAL SCHEDULES
M1.01 MECHANICAL LEGEND AND DETAILS
M2.01 MECHANICAL PLAN - MAIN BUILDING
M2.02 MECHANICAL PLAN - STRAY AND ADOPTION WINGS
M2.03 MECHANICAL AXONOMETRIC PLAN
M2.04 MECHANICAL REFLECTED CEILING PLAN - MAIN BUILDING
M2.05 MECHANICAL REFLECTED CEILING PLAN - STRAY AND ADOPTION WINGS

ELECTRICAL

E0.01 ELECTRICAL NOTES AND LEGEND
E0.02 ELECTRICAL SITE PLAN
E1.01 OVERALL ELECTRICAL PLAN
E1.02 POWER PLAN - MAIN BUILDING
E1.03 POWER PLAN - STRAY AND ADOPTION WINGS
E1.04 MECHANICAL POWER PLAN - MAIN BUILDING
E1.05 MECHANICAL POWER PLAN - STRAY AND ADOPTION WINGS
E1.06 FIRE ALARM PLAN
E1.07 FIRE ALARM PLAN - STRAY AND ADOPTION WINGS
E2.01 LIGHTING PLAN - MAIN BUILDING
E2.02 LIGHTING PLAN - STRAY AND ADOPTION WINGS
E2.03 SITE PHOTOMETRICS
E3.01 ELECTRICAL SCHEDULES AND RISER
E3.02 PANEL SCHEDULES
E3.03 ELECTRICAL DETAILS
E2.03 SITE PHOTOMETRICS

EXHIBIT C

DIVISION 0

- 00 00 11 - Drawing Index
- 00 00 12 - Drawing Index for Bid Alternates 2 & 3
- 00 21 13 - Instructions To Bidders (Issued by General Contractor)
- 00 41 00 - Bid Form (Issued by General Contractor)

DIVISION 1 - GENERAL REQUIREMENTS

- 01 10 00 - Summary of Work
- 01 20 00 - Allowances and Unit Prices
- 01 21 00 - Project Procedures
- 01 23 00 - Bid Alternates
- 01 30 00 - Administrative Requirements
- 01 32 16 - Progress Schedule
- 01 33 00 - Submittals
- 01 40 00 - Quality Control
- 01 50 00 - Construction Facilities, Temporary Controls, Temporary Utilities and Project Identification
- 01 60 00 - Product Requirements
- 01 70 00 - Contract Closeout

DIVISION 2 - EXISTING CONDITIONS

- 02 23 10 - Tree Protection & Trimming

DIVISION 3 - CONCRETE

- 03 10 00 - Concrete Formwork
- 03 20 00 - Concrete Reinforcement
- 03 30 00 - Cast-In-Place Concrete
- 03 35 00 - Concrete Floor Finishing
- 03 39 00 - Concrete Curing
- 03 39 50 - Concrete Sealing

DIVISION 4 - MASONRY

- 04 05 03 - Mortar and Masonry Grout
- 04 20 00 - Unit Masonry Systems

DIVISION 5 - METALS

- 05 12 00 - Structural Steel
- 05 50 00 - Metal Fabrications

DIVISION 6 - WOOD AND PLASTICS

- 06 10 00 - Rough Carpentry
- 06 10 53 - Wood Blocking and Curbing
- 06 13 43 - Plate Connected Wood Trusses
- 06 17 33 - Wood I-Joists, Rim Boards, and Engineered Wood
- 06 41 00 - Custom Cabinets and Finish Carpentry

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

- 07 19 00 - Water Repellent Coating

EXHIBIT C

07 20 00 – Water Resistant Air Infiltration Barrier
07 21 00 – Board and Batt Insulation
07 26 20 – Fluid Applied Air and Water Barrier
07 31 10 – Asphalt Shingles
07 41 13 – Prefinished Metal Roof
07 42 13 – Metal Wall Panels
07 46 00 – Fiber Cement Siding
07 53 00 – Single Ply TPO Roofing Membrane
07 62 00 – Pre Finished Metal Flashing, Cladding, Soffits and Trim
07 84 00 – Firestopping
07 90 00 – Joint Sealers

DIVISION 8 – OPENINGS

08 11 00 – Steel Doors and Frames
08 14 22 – Flush Face Plastic Laminated Wood Doors
08 22 00 – Fiberglass (FRP) Doors and Frames
08 41 13 – Aluminum Entrances and Storefront
08 62 00 - Skylights
08 71 00 – Door Hardware
08 80 00 - Glazing

DIVISION 9 – FINISHES

09 21 16 – Gypsum Board Assemblies
09 30 00 – Wall Tile and Floor Tile
09 51 13 – Suspended Acoustical Ceilings
09 65 00 – Resilient Flooring
09 67 13 – Seamless Epoxy Flooring
09 77 00 – Fiberglass Reinforced Plastic Panels (FRP)
09 90 00 – Paints and Coatings

DIVISION 10 – SPECIALITIES

10 14 00 – Signage, Letters and Cast Bronze Plaque
10 28 00 – Toilet and Bath Accessories
10 44 00 – Fire Extinguisher Cabinets and Fire Specialties

DIVISION 11 - EQUIPMENT

11 10 00 – Contractor Provided and Installed Equipment
11 60 00 – Animal Equipment

DIVISION 12 - FURNISHINGS

12 00 00 – General Furnishings
12 21 13 – Horizontal Louver Blinds

DIVISION 13 - SPECIAL CONSTRUCTION

13 30 00 – Post Supported Premanufactured Canopies

DIVISION 14 - CONVEYING EQUIPMENT

None this project

EXHIBIT C

DIVISION 21 – FIRE SUPPRESSION

DIVISION 22 – PLUMBING

- 22 05 16 – Expansion Fittings and Loops for Plumbing Piping
- 22 05 17 – Sleeves and Sleeve Seals for Plumbing Piping
- 22 05 18 – Esculcheons for Plumbing Piping
- 22 05 23 – General – Duty Valves for Plumbing Piping
- 22 05 29 – Hangers and Supports for Plumbing Piping and Equipment
- 22 05 53 – Identification for Plumbing Piping and Equipment
- 22 07 19 – Plumbing Piping Insulation
- 22 11 16 – Domestic Water Piping
- 22 11 19 – Domestic Water Piping Specialties
- 22 13 16 – Sanitary Waste and Vent Piping
- 22 13 19 – Sanitary Waste Piping Specialties
- 22 34 00 – Fuel-Fired, Domestic-Water Heaters
- 22 41 00 – Residential Plumbing Fixtures

DIVISION 23 – HVAC

- 23 05 10 – Mechanical Coordination
- 23 05 13 – Common Motor Requirements for HVAC Equipment
- 23 05 14 – Variable-Frequency Motor Controllers
- 23 05 48 – Vibration and Seismic Controls for HVAC Piping and Equipment
- 23 05 53 – Identification for HVAC Piping and Equipment
- 23 05 93 – Testing, Adjusting, and Balancing for HVAC
- 23 11 23 – Facility Natural-Gas Piping
- 23 31 13 – Metal Ducts
- 23 33 00 – Air Duct Accessories
- 23 34 23 – HVAC Power Ventilators
- 23 37 13 – Diffusers, Registers, and Grilles
- 23 74 13 – Packaged, Outdoor, Central-Station Air-Handling Units

DIVISION 26 – ELECTRICAL

- 26 05 19 – Low-Voltage Electrical Power Conductors and Cables
- 26 05 26 – Grounding and Bonding for Electrical Systems
- 26 05 29 – Hangers and Supports for Electrical Systems
- 26 05 33 – Raceways and Boxes for Electrical Systems
- 26 05 39 – Underfloor Raceways for Electrical Systems
- 26 05 43 – Underground Ducts and Raceways for Electrical Systems
- 26 05 44 – Sleeves and Sleeve Seals for Electrical Raceways and Cabling
- 26 05 48.16 – Seismic Controls for Electrical Systems
- 26 05 53 – Identification for Electrical Systems
- 26 09 23 – Lighting Controls Devices
- 26 24 16 – Panelboards
- 26 27 13 – Electricity Metering
- 26 27 26 – Wiring Devices
- 26 28 16 – Enclosed Switches and Circuit Breakers
- 26 43 13 – Surge Protection for Low-Voltage Electrical Power Circuits
- 26 51 19 – LED Interior Lighting
- 26 56 19 – Exterior Lighting

DIVISION 27 – COMMUNICATIONS

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

EXHIBIT C

31 00 00 – Geotechnical Investigation
31 10 00 – Site Clearing
31 22 13 – Site Grading
31 23 16 – Excavating
31 23 17 – Trenching
31 23 18 – Rock Removal
31 23 19 – Dewatering
31 23 23 – Backfilling
31 25 13 – Temporary Erosion Control
SWPPP Stormwater Pollution Prevention Plan for Construction Activity for Small Construction Sites
31 31 16 – Termite Control
31 37 00 – Rip-Rap

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 11 23 – Aggregate Base Course
32 12 16 – Asphaltic Paving
32 13 13 – Portland Cement Concrete Paving
32 13 73 – Pavement Joint Sealants
32 17 23 – Pavement Markings
32 31 00 – Custom Sliding Vehicular Gate
32 31 13 – Chain Link Fence and Gates
32 80 00 – Landscape Irrigation
32 92 19 – Seeding
32 93 00 – Trees, Shrubs, and Groundcover
32 92 23 – Turfgrass Sod

DIVISION 33 – UTILITIES

33 05 05 – Pipe Laying
33 11 16 Site Water Distribution
33 13 00 Disinfection of Water Distribution
33 14 01 Water & Sewer Reference Specification
33 31 00 Sanitary Sewer Systems
33 41 00 Storm Sewer
33 43 13 Sub-Drainage Systems
33 46 16 Sub-Drainage Roof Drains

DIVISION 34 - 45 – NOT USED

RESOLUTION NO. _____

**A RESOLUTION APPROPRIATING FUNDS FOR THE
PARKS AND RECREATION DEPARTMENT
PROJECT NO. 18BPP5**

WHEREAS, the City of Springdale is in the process of making improvements to the Parks & Recreation Center and desire to install netting on two soccer fields at a cost of \$9,397 plus tax, and

WHEREAS, the City would also like to replace the lighting over the two soccer fields at a cost of \$15,899.10 plus tax, and.

WHEREAS, the 2019 Parks budget does not include sufficient funds for these items.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated \$29,000 from the 2018 Park Bond Construction Fund for the purchase and installation of lighting for the Parks and Recreation indoor soccer fields and netting for the same soccer fields.

PASSED AND APPROVED this 27th day of August, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



Batting Cages Inc.
401 Lincoln Street, Everson WA 98247
PH 800-463-6865 FX 800-728-8527

ESTIMATE

DATE	ESTIMATE NO.
8/8/2019	9037

NAME / ADDRESS				SHIP TO		
CITY OF SPRINGDALE SPRINGDALE PARKS & RECREATION PO BOX 42 SPRINGDALE, AR 72765				SPRINGDALE PARKS & RECREATION RANDALL TYSON RECREATIONAL COMPLEX ATTN: CHRIS GIBSON 4303 WATKINS AVE SPRINGDALE, AR 72762		
P.O. NO.	TERMS	SHIP DATE	REP	FOB	PROJECT	CUSTOMER PHONE
TBD	Net 30	9/1/2019	AJN	EVERSON, WA		CHRIS
QTY	DESCRIPTION				PRICE EACH	TOTAL
2	CUSTOM SIDE PANEL - NORTH & SOUTH 18' HIGH X 164' WIDE #36 X 3-1/8" STR DBB KNOTTED NYLON 5/16" HAND SEWN ROPE 95 LB. LL, BOTTOM BORDER				1,758.46	3,516.92T
2	CUSTOM SIDE PANEL - EAST & WEST 18' HIGH X 130' WIDE #36 X 3-1/8" STR DBB KNOTTED NYLON 5/16" HAND SEWN ROPE 95 LB. LL, BOTTOM BORDER CUSTOM ZIPPERS FOR MAINTENANCE DOOR ENTRANCE				1,260.28	2,520.56T
2	CUSTOM DIVIDER CURTAIN - OPTION 1 18' HIGH X 85' WIDE #36 X 3-1/8" STR DBB KNOTTED NYLON 5/16" HAND SEWN ROPE 95 LB. LL, BOTTOM BORDER BLACK VINYL BOTTOM, 3' HIGH				1,070.97	2,141.94T
1,050	3/16" #719 AIRCRAFT CABLE, GALVANIZED, PER FOOT				0.20	210.00T
40	3/16" MALLEABLE CABLE CLAMP, GALV, EA.				0.21	8.40T
400	7MM SNAP CLIP, EA.				0.37	148.00T
85	INDIVIDUAL PULLEY, EA.				1.50	127.50T
1	SHIPPING VIA TRUCK				724.58	724.58T
					Subtotal \$9,397.90	
					Sales Tax (0.0%) \$0.00	
					TOTAL \$9,397.90	

Netting Professionals, LLC
P.O. Box 17183
Fernandina Beach, FL 32035
844-620-2707
info@nettingpros.com
www.nettingpros.com

Estimate



ADDRESS

Springdale Parks and Rec
AR

SHIP TO

Springdale Parks and Rec
AR

ESTIMATE #

2232

DATE

08/12/2019

ACTIVITY

QTY

RATE

AMOUNT

1000:1020

#36 TK NYLON Black 1-3/4" Square Mesh Netting Indoor Barrier
Netting
(3) 19'x 164' doors in 2
(1) net is divider net with 3' vinyl at bottom

1

5,484.00

5,484.00

1000:1020

#36 TK NYLON Black 1-3/4" Square Mesh Netting Indoor Barrier
Netting
19'x130'

1

1,087.00

1,087.00

1000:1020

#36 TK NYLON Black 1-3/4" Square Mesh Netting Indoor Barrier
Netting
19'x44'

1

368.00

368.00

1000:1020

#36 TK NYLON Black 1-3/4" Square Mesh Netting Indoor Barrier
Netting
19'x73'

1

645.00

645.00

2500:2501

Custom Cable Kit
includes cabling, turnbuckles, eye bolts, cable clamps and lacing cord
middle sliding curtain cable (ss)

1

1,765.00

1,765.00

5555

Shipping / Handling

1

625.00

625.00

7-tax

Sales Tax

1

972.47

972.47

*Provide sales tax exemption letter to remove sales tax.

Please forward or attach all necessary documentation for sales/use tax exempt status to info@nettingpros.com if applicable.

TOTAL \$10,946.47

Accepted By Accepted Date



860-537-1414
800-596-1066
fax 860-537-7393

860-537-1414 ext 120
860-531-1049



Proposal ID :080119CC1456

Date: August 01, 2019

Terms: No Terms

This proposal is valid for 30 days

Current Lead time ARO: 7-10 business days ARO

Bill To: XXXXX

City of Springdale Parks and Rec
1906 Cambridge St.
SPRINGDALE, AR 72762
USA

Contact:

Name: Chris Gibson
Tel: 479-283-0071
Fax: N/A
cgibson@springdalear.gov

Quantity	Item #	Description	Tag	Unit Price	Amount
1	4203	Knotless Nylon FR 1-1/2in Sq Width: 18.00 FT Length: 164.00 FT Color: Black FR Sewn Border: Polyester Braid 1/4in Black	Divider Panel	2,391.12	2,391.12
3	4203	Knotless Nylon FR 1-1/2in Sq Width: 54.66 FT Length: 130.00 FT Color: Black FR Sewn Border: Polyester Braid 1/4in Black	Ceiling Panels	5,755.70	17,267.10
8	4203	Knotless Nylon FR 1-1/2in Sq Width: 18.00 FT Length: 41.00 FT Color: Black FR Sewn Border: Polyester Braid 1/4in Black Custom doors to be cut on site	N & S Panels	597.78	4,782.24
8	4203	Knotless Nylon FR 1-1/2in Sq Width: 18.00 FT Length: 32.50 FT Color: Black FR Sewn Border: Polyester Braid 1/4in Black	E & W Panels	597.78	4,782.24
				Subtotal:	29,222.70
				PPD GRO Freight:	4,120.40
				Total:	33,343.10



516A EAST ROBINSON
SPRINGDALE AR 72764-7132
Phone: 479725
Fax: 479872

To: CITY OF SPRINGDALE
201 SPRING ST
SPRINGDALE AR 72764-4554
Attn: JJ
Phone: 479-751-5751 WATER
Fax: 479-750-8504
Email: david.gresham@graybar.com

Date: 08/09/2019
Proj Name:
GB Quote #: 0233392514
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 08/09/2019
Valid To: 09/08/2019
Contact: DAVID GRESHAM
Email: david.gresham@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		42 EA	T-1 LGT	T1- IHBLED4/B/481- 40		\$378.55	1	\$15,899.10
Item Note:		481 Watts						

Total in USD (Tax not included): \$15,899.10

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

CITY OF SPRINGDALE
201 SPRING ST
SPRINGDALE AR 72764-4554

Date: 08/09/2019
Proj Name: GB Quote #:
0233392514

Proposal
We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER: REINVESTIGATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. 3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. 4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any tax or provide Graybar with acceptable tax exemption certificate.

5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made by Graybar to the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. THESE WARRANTIES ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR (2) IN A HEALTH CARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and in NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels. 11. CERTIFICATION - Graybar hereby certifies that the goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans (FCPA) (15 U.S.C. 6378d-1, et seq.), irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. 6378d-1, et seq.), irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void. 14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only. 16. EXPORTING - Buyer acknowledges that this order and the performance hereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 or to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

Springdale Recreation Center

2019 Lighting Project

Included in the attachments are several options to improve the lighting for the basketball courts and soccer field areas. With each option there are several factors that were taken into account. Some of the factors include cost, foot-candles achieved, and the color. Through both companies we have tested several fixtures to obtain our desired 50 foot-candles and natural light color. Please see attachments for details.

Elliott Electrical Supply & Springdale Parks and Recreation Process

First set of samples:

GE- knw1pk ALBEO 24k Lumen

Results: 28 Fc

Fixture was smaller with a higher concentration of light, which resulted in being very bright when looked up at. Also did not meet the desired Fc.

Second set of samples:

GE- 36k Lumen 4K

Results: 42 Fc

Fixture was also smaller with the same concentration of light when looked at directly. Still did not meet the desired Fc.

Third set of samples:

GE- QW1PK 48k Lumen 4K

Results: 54 Fc

Fixture met the desired 50 Fc on basketball. It did not meet the 50 Fc over soccer. It was 48 Fc with the turf absorbing a portion of the light. Fixture was still difficult to look at and could cause a distraction for the players.

Warranty:

Manufacture offered a 5 yr warranty but agreed to a 7 yr warranty.

L70's:

100,000 hours minimum

Graybar & Springdale Parks and Recreation Process

First set of samples:

T1-IHBLED2/B/161-50

Results: 29 Fc

Fixtures did not produce enough light to meet the requested 50 foot candles on the basketball court.

Second set of samples:

T1-IHBLED2/B/201-50

Results: 36 Fc

Fixtures still did not meet the light level requested (50 Foot candles). Discussed having to go with a much higher wattage to produce light level requested for the soccer side vs the basketball side. We went and measured the facility and ran lighting layout to provide estimates on the foot candle output for third set of samples.

Third set of samples:

T1-IHBLED4/B/281-40 (Basketball)

T1-IHBLED4/B/481-40 (Soccer)

Results: 56 & 62 Fc

Fixtures both met the light levels that were requested. 281W fixture put off 56Fc on the basketball side and the 481W fixture put off 62Fc on the Soccer side.

Warranty:

Manufacturer offers a 7 year limited warranty and Graybar has provided written notice that we will back up the warranty if anything were to happen to the manufacturer before the warranty expires.

L70's:

T1-IHBLED4/B/281-40 | 201,000 hours

T1-IHBLED4/B/481-40 | 198,000 hours



516A EAST ROBINSON
SPRINGDALE AR 72764-7132
Phone: 479-725-4900
Fax: 479-872-6680

To: CITY OF SPRINGDALE
201 SPRING ST
SPRINGDALE AR 72764-4554
Attn: JJ
Phone: 479-751-5751 WAT
Email:
Fax: 479-750-8504-BONNIE

Date: 06/14/2019
Project Name:
GB Quote #: 0232983441
Purchase Order Nbr:
Release Nbr:
Additional Ref#:
Revision Nbr: 1
Valid From: 06/14/2019
Valid To: 07/14/2019
Contact: JORDAN THOMPSON
Email: jordan.thompson@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes:

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		84	T-1 LGT	T1-IHBLED4/B /281-40		\$209.50	1	\$17,598.00

GB Part#:NOF TLT T-1 LTG
Item Note: * 281 Watts

200		72	T-1 LGT	T1-IHBLED4/B /481-40		\$378.55	1	\$27,255.60
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GB Part#:NOF TLT T-1 LTG
Item Note: * 481 Watts

Total in USD (Tax not included): \$44,853.60

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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To: CITY OF SPRINGDALE
201 SPRING ST
SPRINGDALE AR 72764-4554
Attn: JJ

Date: 06/14/2019
Project Name:
GB Quote #: 0232983441

Proposal

We appreciate your request and take pleasure in responding as follows

Item	Item Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext. Price
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GRAYBAR ELECTRIC COMPANY, INC.

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law, 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.



ELLIOTT ELECTRIC SUPPLY
www.ElliottElectric.com

Quote #106-60962
537 N 40TH ST
SPRINGDALE, AR 72762
479-361-2266

29 • D

Page: 1

Customer Account: (7253064)	Ship To Information:	Customer Phone: 479-750-8185	Customer Job/PO: LED FIXTURES 48,000 LUMEN
SPRINGDALE PARKS & REC	SPRINGDALE PARKS & REC		
P O BOX 42	P O BOX 42		
SPRINGDALE, AR 72762	SPRINGDALE, AR 72765		

• ATTENTION: Do Not Deliver From This Document!

Salesman: Priddy, David J Invoice Date: 5/13/2019 Date and Time Printed: 5/13/2019 12:04:20 PM

Item Number	Quote Quantity	Catalog Number	Vendor Code	Description	Price	Unit Code	Extended Price
1	156	ABV3048A471DQVST	GLS	QW1PK 48,000 LUMEN 4K	\$ 375.00	E	\$ 58,500.00

Sub Total: \$ 58,500.00
Tax: \$ 5,703.75
Total: \$ 64,203.75

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A RAILROAD CROSSING EASEMENT AGREEMENT AND RAILROAD CROSSING COST AGREEMENT WITH THE ARKANSAS & MISSOURI RAILROAD COMPANY (AMRR) AS PART OF THE MAPLE AVENUE EXTENSION (PROJECT 18BPS2).

WHEREAS, the City of Springdale, Arkansas, is undertaking the extension of Maple Avenue from Holcomb Street to Park Street (Project 18BPS2);

WHEREAS, as part of this project, a new railroad crossing will be constructed on Maple Avenue;

WHEREAS, the City and AMRR wish to enter into a Railroad Crossing Easement Agreement and Railroad Crossing Cost Agreement, both of which are attached hereto and incorporated by reference, to provide for the construction of the new railroad crossing as part of the Maple Avenue Extension (Project 18BPS2), the cost of which will be included in the overall budget for this project;

WHEREAS, AMRR has agreed to the terms of the attached Railroad Crossing Easement Agreement and the attached Railroad Crossing Cost Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the Railroad Crossing Easement Agreement and Railroad Crossing Cost Agreement, both attached hereto, with the Arkansas & Missouri Railroad Company, both relating to the construction of a new railroad crossing as part of the Maple Avenue Extension Project (18BPS2).

PASSED AND APPROVED this _____ day of August, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RAILROAD CROSSING EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between the **City of Springdale, Arkansas** (hereinafter "City") and **The Arkansas and Missouri Railroad Company**, (hereinafter "AMRR"),

WITNESSETH:

WHEREAS, City is in the process of planning the construction of an extension of Maple Street within the City limits that would cross AMRR's tracks. The City proposes, for the benefit of the public, to install a new crossing at said location, pursuant to particular plans and specifications to be agreed upon by the parties; and

WHEREAS, the Easement is defined on **Exhibit 1** and incorporated herein by reference; and

WHEREAS, it is understood that the contemplated crossing will be financed from funds appropriated by City and expended under its regulations as established under the terms of a Crossing Agreement executed separately by the parties.

NOW, THEREFORE, in consideration of the covenants and agreements contained and subject to the provisions of the recitals above, it is agreed by and between the parties hereto as follows:

1. The City and AMRR have caused to be prepared plans and specifications for the project. Attached as **Exhibit 1** is the proposed plan. The parties acknowledge that this schematic drawing contains certain requirements and restrictions with regard to the construction in, near and around the Railroad and the City agrees to be bound by all of these requirements and restrictions contained in the plans, specifications, coordination notes and the separate Crossing Cost Agreement.

2. AMRR has provided an estimate for the cost of the crossing. The parties understand that the estimate is \$486,860.23 and the parties acknowledge that the ultimate cost of the crossing could be under or over this estimate.

3. The cost (labor and material) for installing the new crossing will be born by the City pursuant to the Crossing Cost Agreement.

4. Fencing. As part of the consideration for AMRR agreeing to this crossing, the City has agreed to install the same type and style of fencing that currently exists from Emma to Meadow Street at the following locations:

- a. from Meadow to Spring Creek on the west side of tracks;
- b. from Meadow to Tyson property line on the east side of tracks;
- c. 150 feet north and south on both sides of the tracks at the new Maple Street crossing.

5. After completion of the project, the Parties shall bear the expense of the maintenance, inspection, capital costs and operation of the crossing per the terms of the separate Crossing Agreement or any amendment thereto, so long as it is to be maintained as a crossing over the railroad or until it is mutually agreed between the parties that the project is no longer needed at the crossing or until the crossing is abandoned by AMRR or City, or other legal requirements making it necessary to cease operations and maintenance of the project. At that time, materials purchased and installed for the project may be moved to other locations on AMRR's lines within the States of Arkansas or Missouri or otherwise disposed of or sold by AMRR.

6. Limitation on Grant. This Easement does not grant to City the subsurface of any easement area, all such rights and privileges being reserved to AMRR.

7. Indemnification. City shall indemnify, defend and hold harmless AMRR from any and all claims, expenses, losses, causes of action or liabilities AMRR may suffer as a result of the use of the easement by City or any of its employees, agents, customers or invitees.

8. If any portion of this Easement or any provision in this Easement shall be found to be invalid or unenforceable, the remaining provisions shall continue to be fully effective and enforceable, and both parties consent to the modifications of this Easement in any manner as a court may deem necessary to preserve the grant of easement contained herein.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and may not be modified or amended orally.

10. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.

11. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and assigns.

12. Both parties acknowledge that the signatories below have the appropriate authority to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2019.

CITY OF SPRINGDALE, ARKANSAS

Approved by: _____
Signature

Print Name

Title

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) §§
COUNTY OF _____)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public, duly commissioned, qualified, and acting, within and for said County and State, appeared in person, _____, to me personally well-known who stated that he/she is the _____ for the **CITY OF SPRINGDALE, ARKANSAS**, and is duly authorized in his/her capacity to execute the foregoing instrument and for and in the name and behalf of the City of Springdale, Arkansas, and further stated and acknowledged that he/she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year stated above.

Notary Public

My Commission Expires: _____

ARKANSAS & MISSOURI RAILROAD

Approved by: _____
Signature

Caren L. Kraska
Print Name

President
Title

ACKNOWLEDGMENT

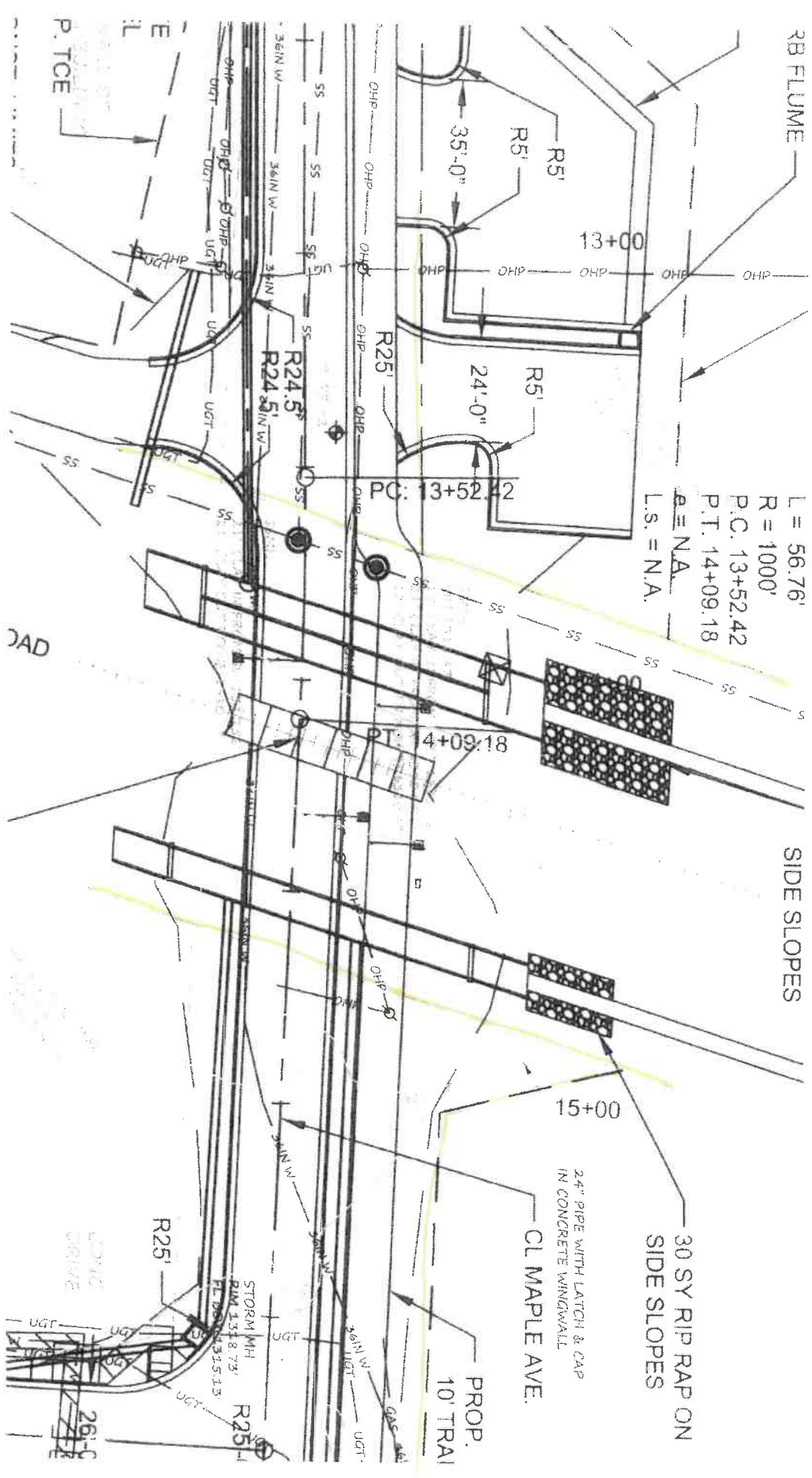
STATE OF ARKANSAS)
) §§
COUNTY OF WASHINGTON)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public, duly commissioned, qualified, and acting, within and for said County and State, appeared in person, **CAREN L. KRASKA**, to me personally well-known who stated that she is the President of **ARKANSAS & MISSOURI RAILROAD COMPANY** and is duly authorized in her capacity to execute the foregoing instrument and for and in the name and behalf of Arkansas & Missouri Railroad Company, and further stated and acknowledged that she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year stated above.

Notary Public

My Commission Expires:



RAILROAD CROSSING COST AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2019, by and between the City of Springdale, Arkansas (hereinafter "City") and The Arkansas & Missouri Railroad Company, (hereinafter "AMRR").

WITNESSETH:

WHEREAS, City is in the process of planning the construction of an extension of Maple Street within the City limits that would cross AMRR's tracks. The City proposes, for the benefit of the public, to install a new crossing at said location, pursuant to particular plans and specifications to be agreed upon by the parties; and

WHEREAS, it is understood that the contemplated crossing will be financed from funds appropriated by City and expended under its regulations;

NOW, THEREFORE, in consideration of the covenants and agreements contained in this agreement, subject to the provisions of the recitals above, it is agreed by and between the parties hereto as follows:

1. AMRR has provided an estimate for the cost of the crossing. This estimate only includes the cost and labor to install the ties, rail, ballast, concrete panels and crossing warning system. This estimate does not include any track or railroad work required during utility installation- which is not subject to estimation at this time. The parties understand that the estimate for AMRR's work is \$486,860.23 and the parties acknowledge that the ultimate cost of the crossing could be under or over this estimate. Both parties further acknowledge that any materials or crossing equipment shall be considered a part of the consideration of this agreement. Upon final completion of the project, all said materials and crossing equipment shall become the property of AMRR. Attached as Exhibit 1 is the cost estimate and attached as Exhibit 2 is the engineer drawings of the Maple Street extension all of which are incorporated into this agreement by reference.

2. AMRR shall be reimbursed 100% of the actual costs (labor and material) for installing the new crossing and its invoices will be paid on a monthly basis. Material will be billed as it is ordered by AMRR. The City acknowledges that this crossing will require four pedestrian gates and two lane gates. The City will be responsible for the approaches, grade, roadway and drainage. The City acknowledges that any work within 25 feet of the tracks requires a Flagging Services Agreement for railroad track protection, including, but not limited to, railroad flagging which is charged at the rate of \$95 per hour. The City's work will need to be coordinated with AMRR to insure a minimal impact on railroad operations.

3. Insurance. During construction of the crossing, City shall ensure that any contractors they employ to perform work on the project will maintain a general liability insurance policy, the limits of which will be not less than Three Million Dollars (\$3,000,000) per person, Five Million Dollars (\$5,000,000) per accident and Three Million Dollars (\$3,000,000) for property damage. The policy shall name AMRR, its

successor or assigns and City as insureds. Such policy shall contain a clause that the insurer will not cancel or change the insurance without giving AMRR, City, or their successors or assigns ten (10) days prior written notice, and a certificate of such insurance shall be delivered to AMRR prior to the inception of the construction of the crossing.

4. Maintenance and Repairs. The parties acknowledge that the crossing and equipment will require maintenance and repairs due to normal wear and tear and possibly damage from accidents, negligence or acts of nature. The City will not be liable for any damages caused solely by the negligence of AMRR. If damages are caused to the crossing and/or equipment by the acts of 3rd parties, AMRR and the City will coordinate to pursue any cause of action against said 3rd parties to recover the costs of repairs and any amount recovered will be applied accordingly. City will pay an annual crossing maintenance fee of \$13,500 effective on the opening date of the crossing and on each anniversary date thereafter for so long as the crossing remains open. The annual maintenance fee will cover regulatory testing, basic maintenance and general wear and tear. Otherwise, City will pay for any capital expenditures for the signals and the crossing surface. Except for emergency repairs, AMRR will give the City one hundred eighty (180) day written notice of any needed repairs or maintenance and the amount thereof. The crossing shall be maintained as specified above until such time as the parties mutually agree otherwise or upon a date certain that the crossing should be closed.

5. Immunity. The parties agree and acknowledge that the City enjoys certain rights and immunities under Arkansas Code Annotated 21-9-301 and that nothing in this agreement shall be read to reduce, waive, modify, limit, or compromise any of the rights and immunities granted under A.C.A. 21-9-301.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and may not be modified or amended orally.

7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.

8. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and assigns.

9. Both parties acknowledge that the signatories below have the appropriate authority to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2019.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES AND ACKNOWLEDGEMENTS CONTAINED ON FOLLOWING PAGES.

CITY OF SPRINGDALE, ARKANSAS

Approved by: _____
Name

Print Name

Title

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) §§
COUNTY OF _____)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public, duly commissioned, qualified, and acting, within and for said County and State, appeared in person, _____, to me personally well-known who stated that he/she is the _____ for the **CITY OF SPRINGDALE, ARKANSAS**, and is duly authorized in his/her capacity to execute the foregoing instrument and for and in the name and behalf of the City of Rogers, Arkansas, and further stated and acknowledged that he/she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year stated above.

Notary Public

My Commission Expires:

ARKANSAS & MISSOURI RAILROAD

Approved by: _____
Name

CAREN L. KRASKA _____
Print Name

President _____
Title

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) §§
COUNTY OF _____)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public, duly commissioned, qualified, and acting, within and for said County and State, appeared in person, **CAREN L. KRASKA**, to me personally well-known who stated that she is the President of **ARKANSAS & MISSOURI RAILROAD COMPANY** and is duly authorized in her capacity to execute the foregoing instrument and for and in the name and behalf of Arkansas & Missouri Railroad Company, and further stated and acknowledged that she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year stated above.

Notary Public

My Commission Expires:



Arkansas & Missouri Railroad
306 E. Emma Ave
Springdale, AR 72764

Date: October 24, 2018

To: City of Springdale

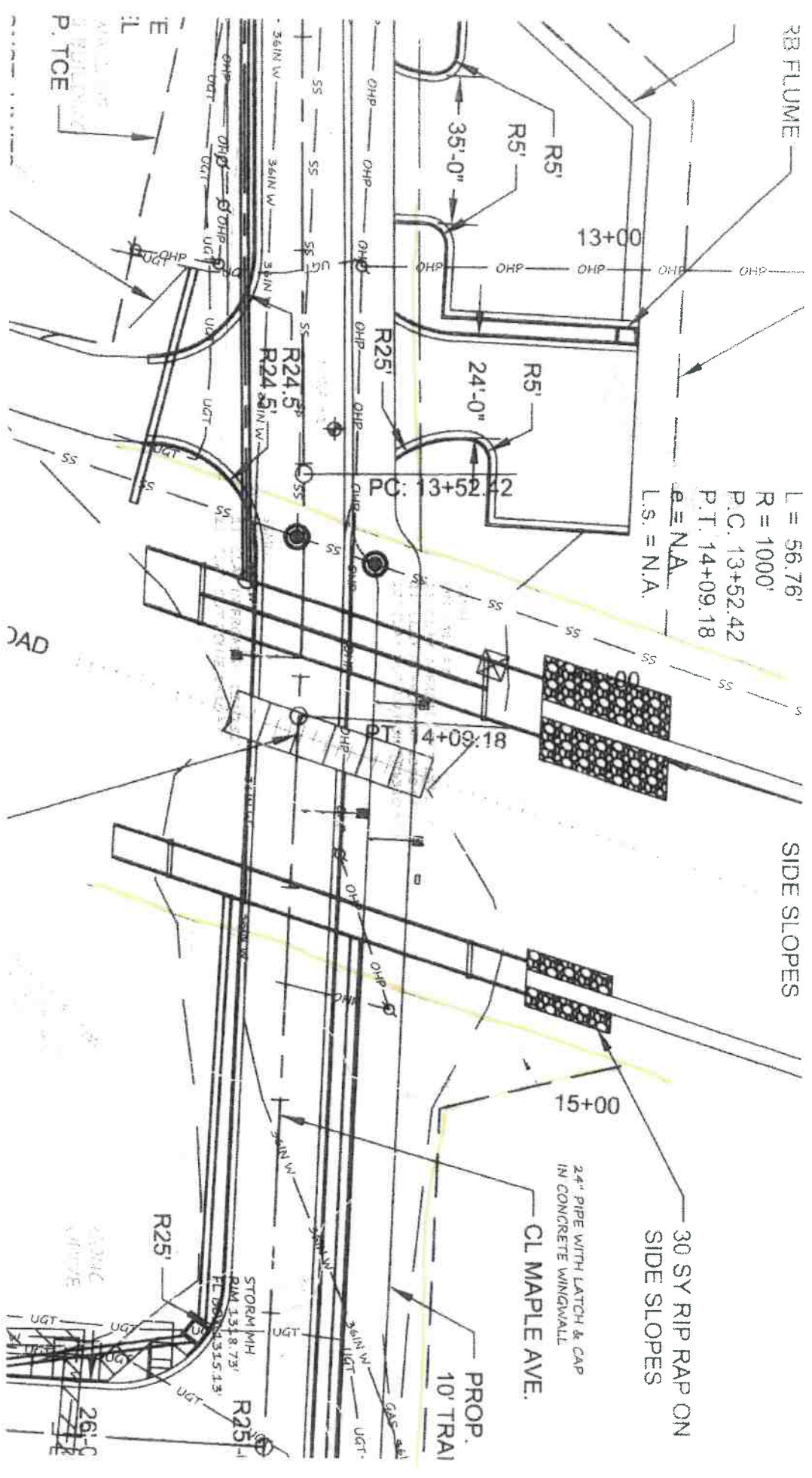
This is a detailed estimate based on the best information on
contractor availability and material
supplier rates.

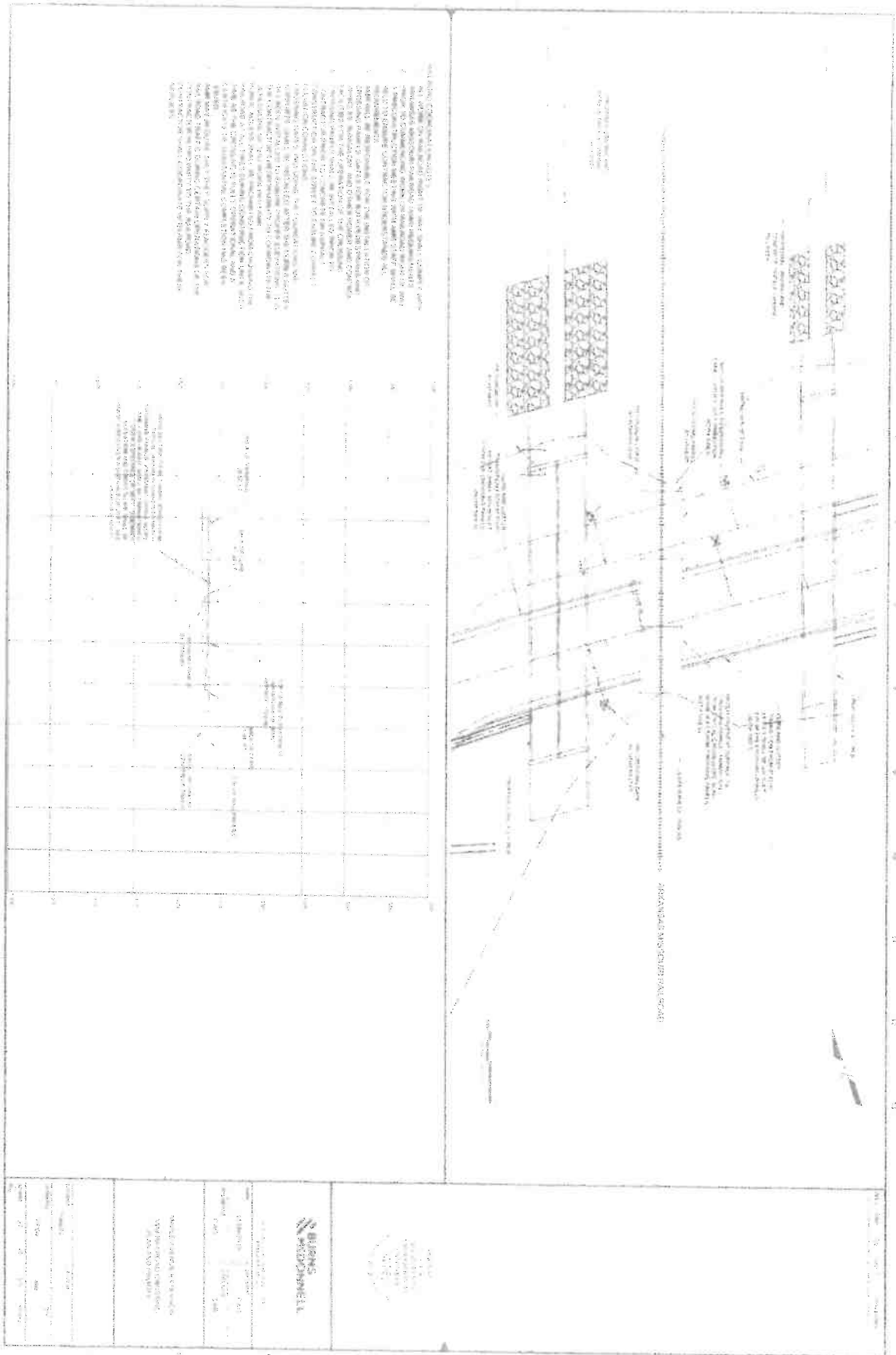
Job: Maple Street Project

Item #	Qty	Material	Unit	Unit Price	Line Total
1	48.75	115 lb Concrete Panel Material	ft	\$214.46	\$10,454.93
2	48.00	10' Cross-ties	Each	\$74.00	\$3,552.00
3	3.07	115# Rail	Ton	\$855.00	\$2,622.00
4	3.00	115 Lb 18' I-Bonds	Each	\$2,000.00	\$6,000.00
5	1.00	#9 RH 115 lb Insulated Turnout	Each	\$93,000.00	\$93,000.00
6	96.00	115 LB 5 1/2" Pandrol Tie Plate	Each	\$9.59	\$920.64
7	384.00	Screwspikes	Keg	\$2.75	\$1,056.00
9	192.00	E Clips for Plates	Each	\$2.25	\$432.00
10	4.00	Ballast Car Loads	Each	\$1,200.00	\$4,800.00
11	18.00	Thermite Weld Kits 115 LB RE	Each	\$129.99	\$2,339.82
12	8.00	115 Transition Rails	Each	\$1,350.00	\$10,800.00
13	2.00	Comp Rails	Each	\$1,500.00	\$3,000.00
14	1.00	S&C Crossing Warning System w/2 gates & 4 ped gates	Lump Sum	\$149,474.65	\$149,474.65
15	5	Track Spikes	Keg	\$67.50	\$337.50
16	20	Asphalt Cold Mix Approaches	Ton	\$90.00	\$1,800.00
				Subtotal (Material)	\$290,589.54
				Material 10% O/H	\$29,058.95
				Tax @ 9.75%	\$28,332.48
				TOTAL MATERIAL	\$347,980.97
Item#	Qty	Labor & Services	Unit	Unit Price	Line Total
1	1	MOW AMRR Administration	Lump Sum	\$2,500.00	\$2,500.00
2	1	Engineering & Design	Lump Sum	\$10,464.28	\$10,464.28
3	1	Crossing Install - Build Track Panel, Install Surface.	Lump Sum	\$44,000.00	\$44,000.00
4	1	Install Insulated turnout	Lump Sum	\$23,000.00	\$23,000.00
5	1	Signal Labor & Subcontractor Coordination	Lump Sum	\$58,914.98	\$58,914.98
				TOTAL LABOR	\$138,879.26
				TOTAL PROJECT	\$486,860.23

Prepared by: JOHN CUMMINGS

Exhibit 1





BURTON CEMETERY SERVICE

683 Madison 8105
Hindsville, AR. 72738
PH. 479-236-3176

Burton Cemetery Service (BCS) was established in 1969 in Springdale AR and has been family owned and operated since that time. The current owner and operators are Sarah Grubbs and Mark Terry in Hindsville, AR. The business has six (6) employees and the following equipment:

Grave opening and closing

3 Case backhoes
4 Dump trucks
3 flatbeds
8 trailers

Lawn maintenance

1 Husky 60" deck
1 Cub Cadet 48" deck
1 Craftsman 48" deck
2 Stihl weed eaters
1 Ryobi Blade weed eater

We are the only company allowed to open and close graves at the following cemeteries:

Hickory Creek cemetery
Silent Grove Cemetery
Wilson Cemetery
Mount Comfort Cemetery
Kings Cemetery

The following Funeral Homes use our company exclusively to open and close grave for them:

Backstrom-Pyeatte Funeral Homes
Memorial Funeral Home
Heritage Funeral Home
Siscos Funeral Home
Beards Funeral Chapel
Westfield Chapel
Benton County Funeral Home

Cemetery maintenance services proposed:

Remove dead flowers, tree branches, trash and debris from the cemetery weekly.

Add topsoil and level graves that have settled and rutting as needed.

Have exclusive right to open and close graves at Bluff Cemetery for the life of this agreement.

Notify Public works supervisor of issues that arise at the cemetery as needed. Provide continuous upkeep of the cemetery to a park-like standard.

Mow and trim the entire cemetery once a week during the 28 week grass growing season.

Damage to graves and headstones will be performed as part of this agreement and bill to the party causing the damage.

Service Agreement Pricing for upkeep of Bluff Cemetery:

Cost for weekly general upkeep of the cemetery will be \$100.00/week.

Weekly cost to mow and trim the cemetery for the 28 week mowing season will be \$1150.00/week

Each extra mowing after 28 weeks will be \$1150.00 per occurrence.

Performing grave opening and closing services will be at the rates shown on the attached price sheet. Grave opening and closing services to be billed to the funeral clients not the City of Springdale (City).

Payment for services shall be invoiced and paid month during the period of the agreement.

Termination:

Subject to the following provisions, any service agreement resulting from this solicitation may be terminated by either party upon thirty days advance written notice to the other party. If any work or service is in progress but not completed as of the date of termination, then said service agreement may be extended upon written approval of the City until said work or services are completed and accepted.

1. Termination for convenience - In the event that the service agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty day advance notice, then the City shall negotiate reasonable termination costs.
2. Termination for cause - Termination by the City for cause, default, or negligence on the part of the contractor then termination costs if any shall not apply. The thirty day advance notice requirement is waived in the event of termination for cause.
3. Termination due to unavailability of funds - When funds are not appropriated or otherwise made available to support the continuation of performance, the service agreement shall be cancelled at the discretion of the city.

Burton Cemetery Service

City of Springdale

Date: _____

Date: _____

Burton Cemetery Service price sheet (7/5/2020)

Open and close full size grave over 4 foot long.....	\$400.00
Open and close infant grave.....	\$150.00
Open and close for cremation.....	\$150.00
Double depth full size grave.....	\$1000.00
Dissenter **.....	\$1200.00
Jackhammer for rock, when needed.....	\$150.00/hour
Tent set up over graves excavated by BCS.....	\$250.00
Sundays and holidays charge double the above prices.....	
(New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas.)	

**A dissenter is when we have to dig up a vault that has already been buried

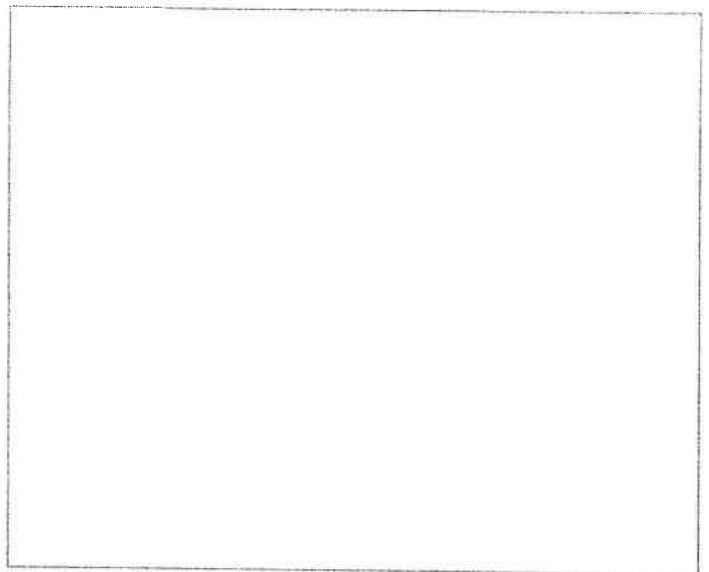
Bluff Cemetery Maintenance Costs
8/13/2019

Maintenance Options	Annual Cost
2019 Budget (Labor & Supplies)	\$ 50,200.00
Current R/W Contractor Bid (28 Weeks Mowing)	\$ 67,381.00
Burton Cemetery Services (Total Cemetery Maintenance)	\$ 37,400.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

WHEREAS, the following real property located in Springdale, Washington County, Arkansas, is owned as set out below:



PROPERTY OWNER: Izom Estates

LEGAL DESCRIPTION: A part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-six (36), Township Eighteen (18) North, Range Thirty (30) West, described as beginning at a point which is Forty and One-Half (40.50) rods West and Thirty and One-Half (30.50) rods North of the Southeast Corner of said Forty acre tract, and running thence West Thirteen and One-Half (13.50) rods; thence North Three (3) rods; thence East Thirteen and One-Half (13.50) rods; thence South Three (3) rods to the place of beginning, being in the City of Springdale, Arkansas.

LAYMAN'S DESCRIPTION: 307 S. Cleveland St.
Springdale, Washington County, Arkansas

PARCEL NO.: 815-28474-000

PROPERTY OWNER: Charles Earl Gray

LEGAL DESCRIPTION: The real property that is located on E. Emma Ave., Springdale, AR 72764, near the Parsons Rodeo Grounds in Springdale, Arkansas, consisting of 6 acres, more or less, and the appurtenances thereto, more particularly described as follows: The W 1/2 of the W 1/2 of the NW 1/4 of the SE 1/4 of Section 31, Township 18 North, Range 29 West, City of Springdale, Washington County, Arkansas, containing 10 acres, more or less, LESS AND EXCEPT Part of the NW 1/4 of the SE 1/4 of Section 31, Township 18 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows: Beginning at the Northwest corner of the NW 1/4 of the SE 1/4 of said Section 31; thence South 0°15'23" West 480.47 feet; thence South 89°50'26" East 328.38 feet; thence North 0°43'09" East 479.89 feet; thence North 89°44'06" West 332.26 feet to the Point of Beginning, containing 3.64 acres, more or less.

LAYMAN'S DESCRIPTION: East Emma Avenue
Springdale, Washington County, Arkansas

PARCEL NO.: 815-28728-000 and 815-28730-000

WHEREAS, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances:

WHEREAS, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

\$621.08 clean-up costs and \$21.95 administrative costs – 307 S. Cleveland St. (#815-28474-000)
\$489.84 clean-up costs and \$21.95 administrative costs – East Emma Ave. (#815-28728-000 and #815-28730-000)

WHEREAS, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

WHEREAS, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these properties to collect the amounts expended by the City in cleaning up these properties;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent taxes and collected accordingly:

\$643.03, plus 10% for collection – 307 S. Cleveland St. (#815-28474-000)
\$511.79, plus 10% for collection – East Emma Ave. (#815-28728-000 and #815-28730-000)

PASSED AND APPROVED this _____ day of August, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov

July 25, 2019

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL**

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy
City Attorney
tsamples@springdalear.gov

Sarah Sparkman
Deputy City Attorney
ssparkman@springdalear.gov

David D. Phillips
Deputy City Attorney
dphillips@springdalear.gov

Lynda Belvedere
Case Coordinator/
Victim Advocate
lbelvedere@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Cindy Horlick
Administrative Legal
Assistant/Paralegal
chorlick@springdalear.gov

Jacque Roth
Docket Coordinator/
Discovery Clerk
jroth@springdalear.gov

Izom Estates, NA
P.O. Box 6773
Springdale, AR 72766

RE: Notice of clean-up lien on property located at 307 S. Cleveland St.,
Springdale, Washington County, Arkansas. Tax Parcel No. 815-
28474-000

Dear Property Owner:

On April 29, 2019, notice was posted on property located at 307 S. Cleveland St., Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on April 30, 2019, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about May 31, 2019 and July 3, 2019. As of this date, the total costs incurred by the City of Springdale to clean this property are \$376.16. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.95 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before August 27, 2019, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, August 27, 2019, at 6:00 p.m. in the City Council

Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$628.03, which includes \$621.08 for cleaning up the property and \$6.95 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

If you desire to contest the amount sought above, you will need to contact Community Engagement Division at 479-756-7712 for an appointment and you will be given a court date in Springdale District Court where you will have the opportunity to state your case before the District Court Judge.

This letter is also being mailed by regular mail to the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

If you should have any questions, please let me know.

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

City of Springdale

Neighborhood Services Division

210 Spring St

Springdale AR 72764



Phone 479-756-7712 **SPRINGDALE**

CITY ABATEMENT-2019 - Friday, May 31, 2019 10:03:27 AM (JOHN- CODE 3)

User Name JOHN- CODE 3

User # 4792834282

Form Started 5/31/2019 10:03:27 AM

Form Submitted 5/31/2019 10:17:17 AM

Property Address 307 S Cleveland

Before Picture Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement	Lien
Date of Abatement	Friday, May 31, 2019 10:03:00 AM
Officer on Site-	J. Oliver
Labor Rate Recovery	
Employee	Chris Przyszczykowski
CP Benefit Rate	\$36.60
Method of Compliance	
1 Method of Compliance	Mowing
2 Method of Compliance	Mowing
Equipment Used	
Equipment	720 Tractor with Brush Hog
720 Tractor with Brush Hog	\$90.00
Time of Abatement in Hours	1
Number of Temporary Laborers	0
Temporary Labor Rate Recovery	0.00
Employee labor recovery per hour	36.60
Total Employee Cost	36.60
Equipment Cost per hour	90.00
Total Equipment Cost	90.00
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	244.92
Items Removed from Property	0

Final Photos:

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



City of Springdale
Neighborhood Services Division
210 Spring St
Springdale AR 72764
Phone 479-756-7712 **SPRINGDALE**



CITY ABATEMENT-2019 - Wednesday, July 03, 2019 10:08:42 AM (BOBBY CODE 1)

User Name BOBBY CODE 1
User # 4797999694
Form Started 7/3/2019 10:08:42 AM
Form Submitted 7/3/2019 10:41:42 AM
Property Address 307 S Cleveland
Before Picture Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement	Lien
Date of Abatement	Wednesday, July 03, 2019 10:08:00 AM
Officer on Site-	B. Nivens
Labor Rate Recovery	
Employee	Henry Hernandez
HH Benefit Rate	\$54.84
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	748 Grasshopper,743 Kubota,6031 Service Truck-Landscaping
748 Grasshopper	\$55.00
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	2
Temporary Labor Rate Recovery	48.00
Employee labor recovery per hour	54.84
Total Employee Cost	54.84

Equipment Cost per hour	155.00
Total Equipment Cost	155.00
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	376.16
Items Removed from Property	0
Final Photos	Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



Track Another Package +

Tracking Number: 70172680000033731660

Remove X

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

In-Transit

August 20, 2019
In Transit to Next Facility

Get Updates ▾

Text & Email Updates



Tracking History



August 20, 2019
In Transit to Next Facility
Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

August 18, 2019, 7:24 am
Departed USPS Regional Facility
LITTLE ROCK AR DISTRIBUTION CENTER

August 18, 2019, 1:20 am
Arrived at USPS Regional Facility
LITTLE ROCK AR DISTRIBUTION CENTER

August 15, 2019, 9:40 am
Unclaimed/Being Returned to Sender
SPRINGDALE, AR 72764

Reminder to Schedule Redelivery of your item

July 26, 2019, 8:03 am
Available for Pickup
SPRINGDALE, AR 72766

July 26, 2019, 1:07 am
Departed USPS Regional Facility
FAYETTEVILLE AR DISTRIBUTION CENTER

July 25, 2019, 9:21 pm
Arrived at USPS Regional Facility
FAYETTEVILLE AR DISTRIBUTION CENTER

Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 756-4733
www.springdalear.gov

July 25, 2019

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL**

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy
City Attorney
tsamples@springdalear.gov

Sarah Sparkman
Deputy City Attorney
ssparkman@springdalear.gov

David D. Phillips
Deputy City Attorney
dphillips@springdalear.gov

Lynda Belvedere
Case Coordinator/
Victim Advocate
lbelvedere@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Cindy Horlick
Administrative Legal
Assistant/Paralegal
chorlick@springdalear.gov

Jacque Roth
Docket Coordinator/
Discovery Clerk
jroth@springdalear.gov

Charles Earl Gray
10844 S. Hwy. 59
Gentry, AR 72734

RE: Notice of clean-up lien on property located on East Emma Avenue,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
28728-000 and 815-2873-000

Dear Property Owner:

On May 28, 2019, notice was posted on property located at 911 Crutcher St., Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on May 28, 2019, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about June 26, 2019. As of this date, the total costs incurred by the City of Springdale to clean this property are \$489.84. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.95 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before August 27, 2019, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, August 27, 2019, at 6:00 p.m. in the City Council

Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$496.79, which includes \$489.84 for cleaning up the property and \$6.95 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

If you desire to contest the amount sought above, you will need to contact Community Engagement Division at 479-756-7712 for an appointment and you will be given a court date in Springdale District Court where you will have the opportunity to state your case before the District Court Judge.

This letter is also being mailed by regular mail to the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

If you should have any questions, please let me know.

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

City of Springdale
Neighborhood Services Division
210 Spring St
Springdale AR 72764
Phone 479.756.7753 SPRINGDALE, AR



CITY ABATEMENT-2019 - - 6/25/2019 2:23 PM (BOBBY CODE 1)

Form Started: 6/25/2019 2:42:38 PM
Form Submitted: 6/25/2019 2:42:38 PM
Status: CITY ABATEMENT
Order #: CEEMM28728

Form Fields:

Property Address
Before Picture

E Emma Parcel 815-28728-000
Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement
Date of Abatement
Officer on Site-

Lien
6/25/2019 1:23 PM
B. Nivens

Labor Rate Recovery
Employee
CP Benefit Rate

Chris Przyszcypkowski
\$36.6

Method of Compliance
1 Method of Compliance

Mowing

City of Springdale
Neighborhood Services Division
210 Spring St
Springdale AR 72764
Phone 479.756.7712 SPRINGDALE



Equipment Used

Equipment: 720 Tractor with Brush Hog
\$90

Time of Abatement in Hours 1
Number of Temporary Laborers 0
Temporary Labor Rate Recovery 0
Employee labor recovery per hour 36.6
Total Employee Cost 36.6
Equipment Cost per hour 90
Total Equipment Cost 90
Disposal Cost Recovery \$118.32
Number of Tires Removed (\$2 Each) 0
Number of Electronics Removed (\$10 Each) 0
Containers of Chemicals (\$1 Each) 0
Freon Removal Recovery (\$20 each) 0
Total Cost of Abatement 244.92
Items Removed from Property 0
Final Photos Attached Data

Final Photos

Attached Data



Final Photos

Attached Data



City of Springdale
Neighborhood Services Division
210 Spring St
Springdale AR 72764
Phone: 479.756.7712 FAX: 479.756.7713



CITY ABATEMENT-2019 - - 6/25/2019 2:43 PM (BOBBY CODE 1)

Form Started: 6/25/2019 2:46:34 PM
Form Submitted: 6/25/2019 2:46:34 PM
Status: CITY ABATEMENT
Order #: CEEMM28730

Form Fields:
Property Address
Before Picture

E Emma Parcel # 815-28730-000
Attached Data



Before Picture

Attached Data



Type of Abatement
Date of Abatement
Officer on Site-

Lien
6/25/2019 1:43 PM
B. Nivens

Labor Rate Recovery
Employee
CP Benefit Rate

Chris Przyszczykowski
\$36.6

Method of Compliance
1 Method of Compliance

Mowing

Equipment Used
Equipment
720 Tractor with Brush Hog

720 Tractor with Brush Hog
\$90

Time of Abatement in Hours
Number of Temporary Laborers
Temporary Labor Rate Recovery
Employee labor recovery per hour
Total Employee Cost
Equipment Cost per hour
Total Equipment Cost

1
0
0
36.6
36.6
90
90

City of Springdale
Neighborhood Services Division
210 Spring St
Springdale AR 72764
Phone 479-766-7212 springdale.net



Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	244.92
Items Removed from Property	0
Final Photos	Attached Data



CERTIFIED MAIL



Office of the City Attorney
201 Spring Street
Springdale, Arkansas 72764



7017 2680 0000 3373 1653

NEOPOST 07/25/2019
US POSTAGE \$006.95
ZIP 72764
04 M1705 170

Charles Earl Gray
10844 S. Hwy. 59
Gentry, AR 72734

1st NOTICE 1-218
2nd NOTICE
RETURNED

NIXIE 722 CE 1 0202/25/19
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
72734 UNCL
72764 4554
EC: 72764455401 *2755-09661-25-42
72764455401